

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, NOVEMBER 15, 2016 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**JERRY CANO**  
*Vice Mayor*

**ALBERT MENDIVIL**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **[www.nationalcityca.gov](http://www.nationalcityca.gov)**.

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.  
National City  
619-336-4240**

**Meeting agendas and  
minutes available on web**

**[WWW.NATIONALCITYCA.GOV](http://WWW.NATIONALCITYCA.GOV)**

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**AWARDS AND RECOGNITIONS**

1. [Institute of Transportation Engineers \(ITE\) San Diego Section 2015-2016 Small Project of the Year Award: "D" Avenue & 12th Street Roundabout \(Engineering/Public Works\)](#)

**PRESENTATIONS**

2. [Introduction of New Employees: Alynn Sun, Junior Engineer-Civil and Carla E. Hutchinson, Junior Engineer-Civil. \(Engineering/Public Works\)](#)

**INTERVIEWS / APPOINTMENTS**

3. [Appointment of the City of National City District Sales Tax Proposition D Independent Committee. \(City Manager\)](#)

**CONSENT CALENDAR**

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of \_\_\_\_\_. (City Clerk)
6. [Resolution of the City Council of the City of National City authorizing the appropriation of \\$5,000 from the General Fund fund balance for a synthetic ice skating rink at the annual City sponsored Christmas Tree Lighting event. \(Community Services\)](#)

7. [Resolution of the City Council of the City of National City, 1\) authorizing the Mayor to execute Program Supplement Agreement No. F012 with the State of California Department of Transportation for the 18th Street Bicycle Enhancements Project to allow for reimbursement of up to \\$213,556,000 in eligible project expenditures through the Highway Safety Improvement Program \(HSIP\), and 2\) establishing appropriation of revenues and expenditures \(no local match required\). \(Engineering/Public Works\)](#)
8. [Resolution of the City Council of the city of National City authorizing: 1\) installation of 20 feet of red curb “No Parking” on the west side of “E” Avenue, north of the alley and 10 feet of red curb “No Parking” on the west side of “E” Avenue, south of the alley to enhance visibility and access; and 2\) installation of two “No Parking in Alley” signs \(TSC No. 2016-11\). \(Engineering/Public Works\)](#)
9. [Resolution of the City Council of the City of National City authorizing the installation of Keep Clear pavement markings with “Do Not Block Driveway” signs on southbound Tidelands Avenue in front of both driveways to Port of San Diego General Services located at 1400 Tidelands Avenue to improve ingress and egress during weekday morning peak traffic periods \(TSC No. 2016-15\). \(Engineering/Public Works\)](#)
10. [Resolution of the City Council of the City of National City authorizing the conversion of three, 1-hour parking spaces to 30-minute parking in front of Coronado Café, located at 801 National City Boulevard, to increase parking turnover for customers and allow for more efficient parking enforcement \(TSC No. 2016-12\). \(Engineering/Public Works\)](#)
11. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 2028 Wilson Avenue \(TSC No. 2016-14\). \(Engineering/Public Works\)](#)
12. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 614 Highland Avenue \(TSC No. 2016-13\). \(Engineering/Public Works\)](#)
13. [Resolution of the City Council of the City of National City to Remove the following Policies within the City Council Policy Manual: Chapter 500 Public Works \(Policy 502 Change Orders, 504 Mile of Cars Banners, 505 Street Banner Program\); Chapter 700 Traffic and Public Safety \(Policy 701 Stop Sign Installation, 702 Pedestrian Crosswalk Installation, 706 Street Light Policy, 708 Speed Hump Installation, 709 Installation of Dusk to Dawn Lights\); and Chapter 900 Real Estate and Public Property \(Policy](#)



903 50/50 Curb, Gutter, Sidewalk and Retaining Wall Program). (City Manager)

14. Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with Chandler Asset Management, Inc. ("Chandler") for investment management and investment advisory services for a three-year term with two additional one-year options. (Finance)
15. Warrant Register #15 for the period of 10/05/16 through 10/11/16 in the amount of \$1,678,692.56. (Finance)
16. Warrant Register #16 for the period of 10/12/16 through 10/18/16 in the amount of \$1,044,386.75. (Finance)

## **PUBLIC HEARINGS**

### **ORDINANCES FOR INTRODUCTION**

17. An Ordinance of the City Council of the City of National City, adopting Appendix J of the 2016 California Building Code, amending certain sections of Appendix J and amending Chapter 15.70 (Grading) of the National City Municipal Code. (Engineering/Public Works)

### **ORDINANCES FOR ADOPTION**

### **NON CONSENT RESOLUTIONS**

18. Resolution of the City Council of the City of National City authorizing the establishment of an appropriation in the amount of \$184,881.61 and waiving the bid process pursuant to National City Municipal Code Section 2.60.260 to purchase a 2016 Ford F-550 Type #6 Patrol Pumper as part of the Squad Pilot Program for the National City Fire Department. (Fire)

### **NEW BUSINESS**

19. Selection of Vice-Mayor (City Attorney)
20. Temporary Use Permit – A Kimball Christmas hosted by the Community Services Division from December 15, 2016 thru December 18, 2016 from 5 p.m. to 8 p.m. at Kimball Park. This is a City sponsored event under Policy No. 804. (Neighborhood Services)
21. Temporary Use Permit – Honor Ride San Diego sponsored by Ride 2 Recovery on December 3, 2016 from 8:00 a.m. to 2:00 p.m. with no waiver of fees. (Neighborhood Services)

## **B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY**

**PUBLIC HEARINGS- HOUSING AUTHORITY**

**CONSENT RESOLUTIONS- HOUSING AUTHORITY**

**NON CONSENT RESOLUTIONS- HOUSING AUTHORITY**

22. [Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute an Exclusive Negotiating Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Community HousingWorks, Inc., a California non-profit public benefit corporation, and Mercy Housing California, Inc., a California non-profit public benefit corporation for the recapitalization and rehabilitation of Kimball and Morgan Towers located at 1317 and 1415 "D" Avenue in National City \(Housing & Economic Development\)](#)

**NEW BUSINESS- HOUSING AUTHORITY**

**C. REPORTS**

**STAFF REPORTS**

**MAYOR AND CITY COUNCIL**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 6, 2016 - 6:00 p.m. - Council Chambers - National City, California.

City Council and Community Development Commission - Housing Authority of the City of National City Meeting Schedule for the Period January 3, 2017 through January 17, 2017:

January 03 - Dispense with Meeting - 6:00 pm  
January 17 - Regular Meeting - 6:00 pm

The following page(s) contain the backup material for Agenda Item: Institute of Transportation Engineers (ITE) San Diego Section 2015-2016 Small Project of the Year Award: "D" Avenue & 12th Street Roundabout (Engineering/Public Works)

ITEM NO. \_\_\_\_\_

11/15/16

## **AWARDS & RECOGNITION**

**Institute of Transportation Engineers (ITE) San Diego  
Section 2015/2016 Small Project of the Year Award:**

**“D” Avenue & 12th Street Roundabout  
(Engineering/Public Works)**

The following page(s) contain the backup material for Agenda Item: Introduction of New Employees: Alynn Sun, Junior Engineer-Civil and Carla E. Hutchinson, Junior Engineer-Civil. (Engineering/Public Works)

ITEM NO. \_\_\_\_\_

11/15/16

## **INTRODUCTION OF NEW EMPLOYEES**

**Alynn Sun, Junior Engineer-Civil**

**Carla E. Hutchinson, Junior Engineer-Civil  
(Engineering/Public Works)**

The following page(s) contain the backup material for Agenda Item: Appointment of the City of National City District Sales Tax Proposition D Independent Committee. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Appointment of the City of National City District Sales Tax "Proposition D" Independent Committee.

**PREPARED BY:** Stacey Stevenson

**PHONE:** 336-4308

**EXPLANATION:**

See attached explanation.

**DEPARTMENT:** City Manager

**APPROVED BY:**



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

There is no fiscal impact associated with this item.

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Explanation



## **EXPLANATION**

The purpose of this staff item is to request the appointment of a three (3) person City of National City district sales tax independent committee.

On June 6, 2006, National City voters passed Proposition “D”, a one percent (1%) district sales and use tax for a period of ten (10) years. The tax, adopted by City Council Ordinance 2006-2278, took effect on October 1, 2006. The Proposition, as passed, included a provision requiring the Mayor, with the approval of the City Council, to appoint a three person independent committee of financial experts every five (5) years. The independent committee was convened in 2011 with the purpose of providing a recommendation to the Mayor and City Council on the future of the one percent sales tax. The committee was called upon to make one of three recommendations: continue the district sales tax at the rate of one percent (1%); reduce the rate of the district sales tax; or terminate the imposition of the district sales tax. On November 10, 2011, the independent committee concluded their work and issued a report recommending that the Mayor and City Council keep the district sales tax in effect at the full rate of one percent.

On November 4, 2014, National City voters passed a twenty (20) year extension of Proposition “D”. The voter approved extension, adopted by the City Council Ordinance 2014-2397, maintains the provision that every five (5) years the Mayor, with the approval of the City Council, will convene the independent committee. Based upon the original adoption year of the district sales tax, the current year, 2016, is a fifth (5<sup>th</sup>) year thus necessitating the appointment of the independent committee.

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

**ITEM #**

**11-15-16**

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE  
ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING  
THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR  
ADOPTED AFTER A READING OF THE TITLE ONLY.**

**(CITY CLERK)**

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the appropriation of \$5,000 from the General Fund fund balance for a synthetic ice skating rink at the annual City sponsored Christmas Tree Lighting event. (Community Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the appropriation of \$5,000 from the General Fund fund balance for a synthetic ice skating rink at the annual City sponsored Christmas Tree Lighting event. (Community Services)

**PREPARED BY:** Audrey Denham

**DEPARTMENT:** Community Services

**PHONE:** 619-336-4243

**APPROVED BY:** 

**EXPLANATION:**

As directed at the October 18, 2016 City Council meeting staff is requesting an appropriation of \$5,000 to sponsor the synthetic ice skating rink during the City's annual Christmas Tree Lighting event. The National City Chamber of Commerce will coordinate the synthetic ice skating rink, which includes obtaining additional sponsors, coordinating logistics and providing security and staffing. The appropriation of \$5,000 will be covered by General Fund fund balance and the City's sponsorship will be paid directly to the ice skating rink company. The use of the funds is contingent upon the City Council's approval of the Temporary Use Permit for the Christmas Tree Lighting event and associated activities including the ice skating rink.

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

Expenditure Account Number: 001-418-058-264-0000: \$5,000 (Promotional Activities)

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the resolution authorizing the appropriation of \$5,000 for a synthetic ice skating rink.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. F012 with the State of California Department of Transportation for the 18th Street Bicycle Enhancements Project to allow for

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. F012 with the State of California Department of Transportation for the 18<sup>th</sup> Street Bicycle Enhancements Project to allow for reimbursement of up to \$213,556,000 in eligible project expenditures through the Highway Safety Improvement Program (HSIP), and 2) establishing appropriation of revenues and expenditures (no local match required).

**PREPARED BY:** Jose Lopez

**DEPARTMENT:** Engineering & Public Works

**PHONE:** 619-336-4312

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Revenue Account No. 296-06580-3498

Expenditure Account No. 296-409-500-598-6580 – 18<sup>th</sup> Street HSIP

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Program Supplemental Agreement
3. Resolution

### Explanation

On November 20, 2013, the California Department of Transportation (Caltrans) awarded a \$192,200 Highway Safety Improvement Program (HSIP) grant for the 18<sup>th</sup> Street Bicycle Enhancements Project. During the construction authorization process, Caltrans informed City staff that the project was eligible for \$21,356 in toll credits, bringing the total grant award to \$213,556. The State has allocated \$213,556 for construction. There is no local match requirement.

The project will provide the following enhancements:

- Installation of approximately .75 miles of Class II bike facilities (bike lane pavement markings with signage) from “D” Avenue to Palm Avenue
- Installation of 6 Bike Boxes
  - 2 – E. 18<sup>th</sup> Street and Highland Avenue
  - 2 – E. 18<sup>th</sup> Street and “L” Avenue
  - 2 – E. 18<sup>th</sup> Street and Palm Avenue
- Roadway rehab to ensure a smooth travel surface for bicyclists

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. F012 to Administering Agency-State Master Agreement No. 11-5066F15 is required to allow for reimbursement of eligible project expenditures through the Federal HSIP.



**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3883  
Fax (916) 654-2408



October 13, 2016

File : 11-SD-0-NATC

HSIPL-5066(031)

On East 18th St between D Ave  
and Palm Ave

Mr. Stephen Manganiello  
Director of Public Works  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

Dear Mr. Manganiello:

Enclosed are two originals of the Program Supplement Agreement No. 012-F to Administering Agency-State Agreement No. 11-5066F15 and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.


**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

  
JOHN HOOLE, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(11) DLAE - Hanh-Dung Khuu

DEPARTMENT OF TRANSPORTATION  
DIVISION OF ACCOUNTING  
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 10/10/2016  
D\_CO\_RT: 11-SD-0-NATC  
Project No: HSIPL-5066(031)  
Adv Project Id: 1115000153  
Period of Performance End Date: 03/30/2018  
Agreement End Date: 12/30/2019

EA No:

Attention: City of National City

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL FUNDS ZS30	LOCAL FUNDS	OTHER FUNDS (NON-PART.)
Agency Construction Engineering	Lump Sum	\$1,000.00	\$1,000.00	100.00%	\$1,000.00	\$0.00	\$0.00
<div> Contract Items: \$212,556  Supplemental Work: \$0  Contingencies: \$0  Total: \$212,556 </div>							
Construction	Lump Sum	\$212,556.00	\$212,556.00	100.00%	\$212,556.00	\$0.00	\$0.00
Totals:		\$213,556.00	\$213,556.00	0.00%	\$213,556.00	\$0.00	\$0.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: \_\_\_\_\_

Title: HQ Sr. Engineer

For questions regarding finance letter, contact:

Printed Name : Nahed A. Abdin

Telephone No: (916) 653-7928

Remarks: RFA for CON. \$213,556 ZS30 HSIP funds. Includes \$21,356 in Toll Credits.  
Cycle 6 HSIP ID #HSIP6-11-014. Agency FL dated 8/24/2016. Engineer's estimate (12-A) dated 8/23/2016. - cng 8/25/16

ACCOUNTING INFORMATION										HSIPL-5066(031)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE				APPROVED AMOUNT	EXPIRATION DATE
1115000153	16102F	2030010550	F	\$213,556.00	1516	\$0.00	\$213,556.00	06/30/21					

**PROGRAM SUPPLEMENT NO. F012**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 11-5066F15**

**Adv Project ID**                      **Date:** October 6, 2016  
1115000153                      **Location:** 11-SD-0-NATC  
   **Project Number:** HSIPL-5066(031)  
   **E.A. Number:**  
   **Locode:** 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_  
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

On East 18th St between D Ave and Palm Ave

**TYPE OF WORK:** Install bicycle lanes and bike boxes

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	ZS30		LOCAL		OTHER
\$213,556.00		\$213,556.00	\$0.00		\$0.00

**CITY OF NATIONAL CITY**

**STATE OF CALIFORNIA**

**Department of Transportation**

**By** RON MORRISON

**Title** MAYOR

**Date** \_\_\_\_\_

**Attest** MICHAEL DALLA, CITY CLERK

**By** \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**

**Date** \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** 

**Date** 10/6/2016                      \$213,556.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

## Page 1 of 1



**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,



**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in



**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the city of National City authorizing: 1) installation of 20 feet of red curb “No Parking” on the west side of “E” Avenue, north of the alley and 10 feet of red curb “No Parking” on the west side of “E” Avenue, south of t

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the city of National City authorizing: 1) installation of 20 feet of red curb "No Parking" on the west side of "E" Avenue, north of the alley and 10 feet of red curb "No Parking" on the west side of "E" Avenue, south of the alley to enhance visibility and access; and 2) installation of two "No Parking in Alley" signs (TSC No. 2016-11).

**PREPARED BY:** Luca Zappiello, Civil Engineering Tech

**PHONE:** 619-336-4360

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:**



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing: 1) installation of red curb "No Parking" on the west side of "E" Avenue at the alley to enhance visibility and access; and 2) installation of two "No Parking in Alley" signs.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on October 12, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install red curb "No Parking" on the west side of "E" Avenue at the alley and two "No Parking in Alley" signs.

**ATTACHMENTS:**

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on October 12, 2016 (TSC No. 2016-11)
3. Resolution

## **EXPLANATION**

Mrs. Maria Casanova, resident of 1100 "E" Avenue, Apt. 3 has requested red curb "No Parking" on the west side of "E" Avenue at the alley to enhance visibility and access. Mrs. Casanova stated that she constantly encounters line-of-sight issues due to vehicles parked near the corner of "E" Avenue and the alley. Mrs. Casanova also stated that cars park in the alley making it difficult for emergency vehicles to access the homes. Lastly, Mrs. Casanova stated that some vehicles speed along "E" Avenue.

Staff visited the site and observed vehicles parked near the corner of the intersection of "E" Avenue and the alley. Staff confirmed it is difficult to see oncoming southbound and northbound traffic on "E" Avenue when attempting to exit the alley onto "E" Avenue, when vehicles are parked close to the intersection. Therefore, staff recommends installation of 20 feet of red curb "No Parking" on the west side of "E" Avenue, north of the alley and 10 feet of red curb "No Parking" on the west side of "E" Avenue, south of the alley, to enhance visibility and access.

The segment of "E" Avenue between Kimball Way and E. Plaza Boulevard has an approximate length of 700 feet with a prima facie speed limit of 25 mph. Due to the short length of this roadway segment and low traffic volumes, staff does not recommend implementation of traffic calming measures at this time.

Parking on public streets and alleys is regulated by the California Vehicle Code (CVC) and the National City Municipal Code. The CVC states, "Parking in alleys is prohibited, except for the purpose of actively unloading goods or passengers." Therefore, to make drivers aware of this prohibition and assist with enforcement, staff recommends installation of two "No Parking in Alley" signs, one for each entrance to the alley.

If approved by City Council, all work will be performed by City Public Works.



## Location Map with Recommended Enhancements (TSC Item: 2016-11)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR OCTOBER 12, 2016**

**ITEM NO. 2016-11**

**ITEM TITLE:** REQUEST TO INSTALL 20 FEET OF RED CURB "NO PARKING" ON THE WEST SIDE OF "E" AVENUE, NORTH OF THE ALLEY AND 10 FEET OF RED CURB "NO PARKING" ON THE WEST SIDE OF "E" AVENUE, SOUTH OF THE ALLEY TO ENHANCE VISIBILITY AND ACCESS ON "E" AVENUE AND INSTALL TWO (2) "NO PARKING IN THE ALLEY" SIGNS (BY M. CASANOVA)

**PREPARED BY:** Luca Zappiello, Civil Engineering Technician

**DISCUSSION:**

Mrs. Maria Casanova, resident of 1100 E. Avenue Apt. 3 has requested red curb "No Parking" on the west side of E. Avenue. Mrs. Casanova has stated that she constantly encounters line-of-sight issues due to vehicles parked on the west side of E. Avenue near the corner of "E" Avenue and the alley. Furthermore, Mrs. Casanova has also stated that cars park in the alley making it difficult for the emergency vehicles to ingress and egress. Lastly, she reported speeding along "E" Avenue. Mrs. Casanova is requesting painted red curb at said location to improve visibility and enhance safety for vehicles exiting from the alley onto "E" Avenue.

Staff visited the site and observed vehicles parked near the corner of the intersection. When the vehicles on the alley are egressing onto "E" Avenue, there is insufficient visibility of oncoming southbound and northbound traffic for vehicles to turn safely onto "E" Avenue. Staff recommends to install 20 feet of red curb "No Parking" on the west side of "E" Avenue, north of the alley and 10 feet of red curb "No Parking" on the west side of "E" Avenue, south of the alley to enhance visibility and access on "E" Avenue. The section of "E" Avenue between Kimbali Way and E. Plaza Boulevard has an approximate length of 700 feet with a speed limit of 30 mph. Due to the short length of street and low volume of traffic, staff does not recommend reducing the speed limit. Parking on public streets and alleys is regulated by state parking law "California Vehicle Code". The code says that "parking in the alley is prohibited, except for the purpose of actively unloading goods or passengers". Staff also recommends the installation of two (2) "No Parking In Alley" signs at the two entrances of the alley.

**STAFF RECOMMENDATION:**

Staff recommends to install 20 feet of red curb "No Parking" on the west side of E. Avenue, north of the alley and 10 feet of red curb "No Parking" on the west side of E. Avenue, south of the alley to enhance visibility and access on E. Avenue.

Staff also recommends the installation of two (2) "No Parking In Alley" signs at the two entrances of the alley.

**EXHIBITS:**

1. Correspondence
2. Location Map
3. Photos

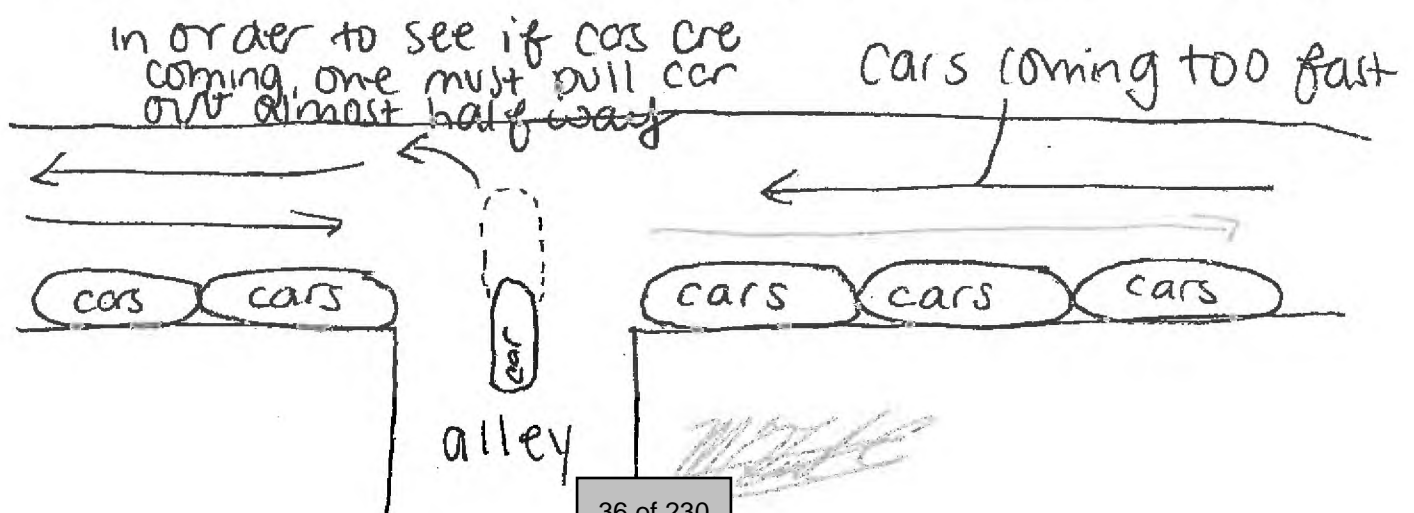
2016-11



July 15, 2015

To Whom It may concern,

I mania casanova, resident of 1100 E avenue apt. #3 National City. My apartment is on the side of the alley. (in between "D" and "E" avenue). I am requesting signs that say "slow" or something that will tell drivers driving through "E" avenue to slow down since many cars pass at high velocities. When one is trying to get out of the alley into "E" avenue, the view to see if cars are coming, is obstructed by other ~~part~~ cars parked on ~~the~~ both sides of the street. For example, to be able to get out, one has to go almost half way to be able to see if there is any cars coming. due to the fact that cars come too fast, it is dangerous. One more thing, cars park on the alley making it difficult for the emergency cars to come in or even for residents of this street to come in and out.

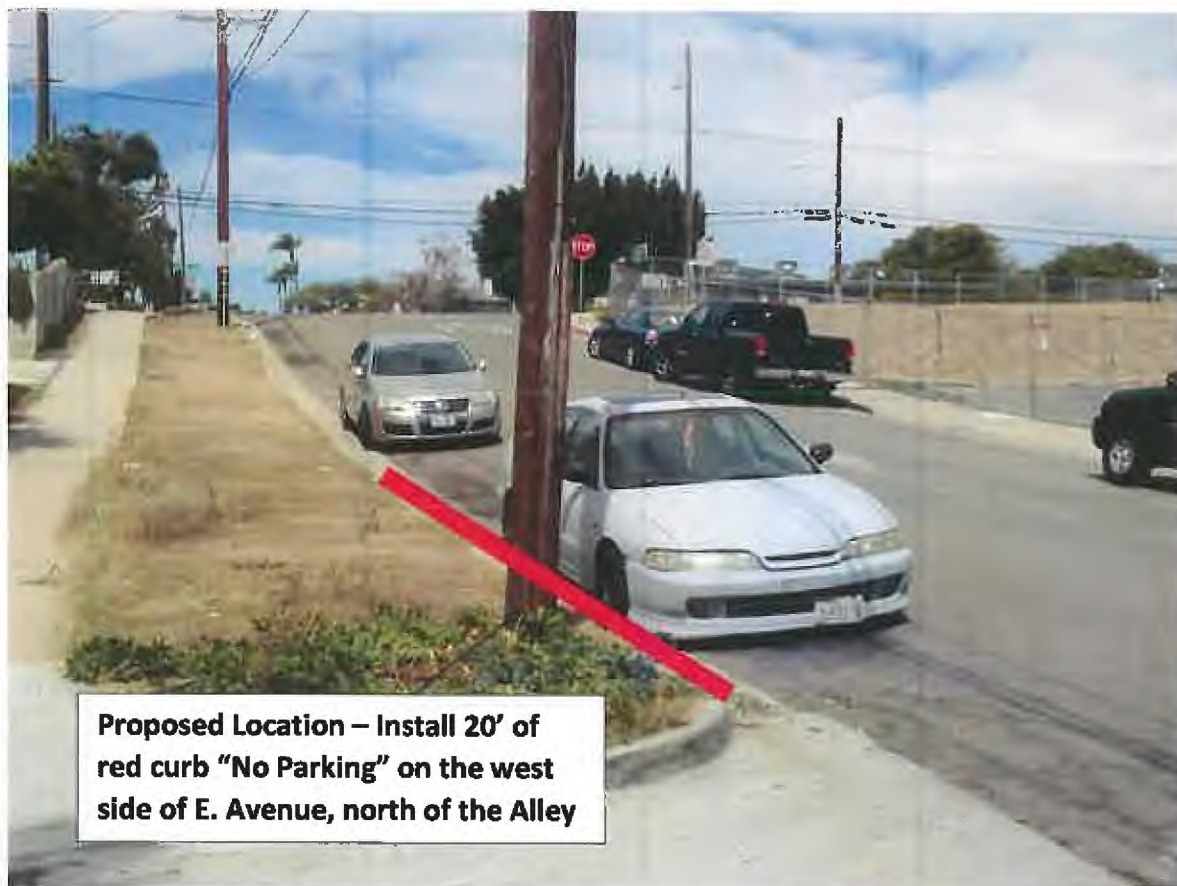




## Location Map with Recommended Enhancements (TSC Item: 2016-11)







**Location of Proposed Red Curb at 1100 E. Avenue (looking North)**



**Location of Proposed Red Curb at 1100 E. Avenue (looking South)**

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of Keep Clear pavement markings with “Do Not Block Driveway” signs on southbound Tidelands Avenue in front of both driveways to Port of San Diego General Services loc



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of Keep Clear pavement markings with "Do Not Block Driveway" signs on southbound Tidelands Avenue in front of both driveways to Port of San Diego General Services located at 1400 Tidelands Avenue to improve ingress and egress during weekday morning peak traffic periods (TSC No. 2016-15).

**PREPARED BY:** Stephen Manganiello

**PHONE:** 619-336-4382

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:**



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the installation of Keep Clear pavement markings with "Do Not Block Driveway" signs on southbound Tidelands Ave in front of both driveways to Port of San Diego General Services located at 1400 Tidelands Ave.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on October 12, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install Keep Clear pavement markings with "Do Not Block Driveway" signs on southbound Tidelands Ave in front of both driveways to Port of San Diego General Services located at 1400 Tidelands Ave.

**ATTACHMENTS:**

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on October 12, 2016 (TSC No. 2016-15)
3. Resolution

## **EXPLANATION**

Mr. Antonio Sandoval with the Port of San Diego General Services Department has requested installation of KEEP CLEAR pavement markings on southbound Tidelands Avenue in front of both driveways to the General Services Department to improve ingress and egress during weekday morning peak hours. According to Mr. Sandoval, Naval Base San Diego traffic often blocks the driveways early in the morning on weekdays between 5:30am and 7:00am when waiting to pass through the Naval Base security check-point located nearby on W. 19th Street. Since, according to Mr. Sandoval, many of the General Services Department employees report to work and shortly thereafter, need to exit the facility to perform maintenance services during this same peak traffic period, installation of the KEEP CLEAR markings would better facilitate ingress and egress to/from the facility.

Staff has confirmed that Naval Base traffic queuing does occur along W. 19th Street and Tidelands Avenue during this time period and at times, can extend past the Port of San Diego General Services Department driveways.

Staff recommends installing KEEP CLEAR pavement markings on southbound Tidelands Avenue in front of both driveways to the Port of San Diego General Services Department to improve ingress and egress for employees during weekday morning peak traffic periods. Staff also recommends installing "Do Not Block Driveway" signs at both driveways.

If approved by City Council, all work will be performed by City Public Works.



## Location Map with Recommended Enhancements (TSC Item #2016-15)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR OCTOBER 12, 2016**

**ITEM NO. 2016-15**

**ITEM TITLE:** REQUEST FOR INSTALLATION OF KEEP CLEAR PAVEMENT MARKINGS ON SOUTHBOUND TIDELANDS AVENUE IN FRONT OF BOTH DRIVEWAYS TO PORT OF SAN DIEGO GENERAL SERVICES LOCATED AT 1400 TIDELANDS AVENUE TO IMPROVE INGRESS AND EGRESS DURING WEEKDAY MORNING PEAK TRAFFIC PERIODS (BY A. SANDOVAL)

**PREPARED BY:** Stephen Manganiello, Director of Public Works / City Engineer  
Engineering & Public Works Department

**DISCUSSION:**

Mr. Antonio Sandoval with the Port of San Diego General Services Department has requested installation of KEEP CLEAR pavement markings on southbound Tidelands Avenue in front of both driveways to the General Services Department to improve ingress and egress during weekday morning peak hours. According to Mr. Sandoval, Naval Base San Diego traffic often blocks the driveways early in the morning on weekdays between 5:30am and 7:00am when waiting to pass through the Naval Base security check-point located nearby on W. 19<sup>th</sup> Street. Since, according to Mr. Sandoval, many of the General Services Department employees report to work and shortly thereafter, need to exit the facility to perform maintenance services during this same peak traffic period, installation of the KEEP CLEAR markings would better facilitate ingress and egress to/from the facility.

Staff has confirmed that Naval Base traffic queuing does occur along W. 19<sup>th</sup> Street and Tidelands Avenue during this time period and at times, can extend past the Port of San Diego General Services Department driveways.

**STAFF RECOMMENDATION:**

Staff recommends installing KEEP CLEAR pavement markings on southbound Tidelands Avenue in front of both driveways to the Port of San Diego General Services Department to improve ingress and egress for employees during weekday morning peak traffic periods. Staff also recommends installing "Do Not Block Driveway" signs at both driveways.

**EXHIBITS:**

1. Correspondence w/ photos
2. Location Map

2016-15

## **Antonio Sandoval**

---

**To:** SMAGANIELLO@NATIONALCITYCA.GOV  
**Cc:** John Cole; Mario White; David Harris; Pete Cruz  
**Subject:** Drive way Entrance/Exit Stripping

**GENERAL SERVICE DEPARTMENT ( PORT OF SAN DIEGO) ENTRANCE AND EXIT DRIVE WAYS.**

**Who:** City Of National City Maintenance Department

**What:** Need the City Of National City Maintenance Department to come to the Port of San Diego General Service Department on Tideland's AVE in National City. In the Early mornings around 5:30 A.M to 7:30 A.M, due to heavy traffic by the NAVY, they are blocking our drive ways Entrance and Exit. It is a safety Issue for our department at General Service for our vehicles to get in and out of our drive ways. We will like for the city of National city to stripe WHITE LINES in front of our drive ways Entrance and Exit in the street. Also would like it say CAUTION KEEP CLEAR.

**Where:** Port of San Diego 1400 Tidelands Ave General Service Department

**When:** General(7-30 days)

**Why:** Maintenance

**POC:** Antonio Sandoval                      Cell

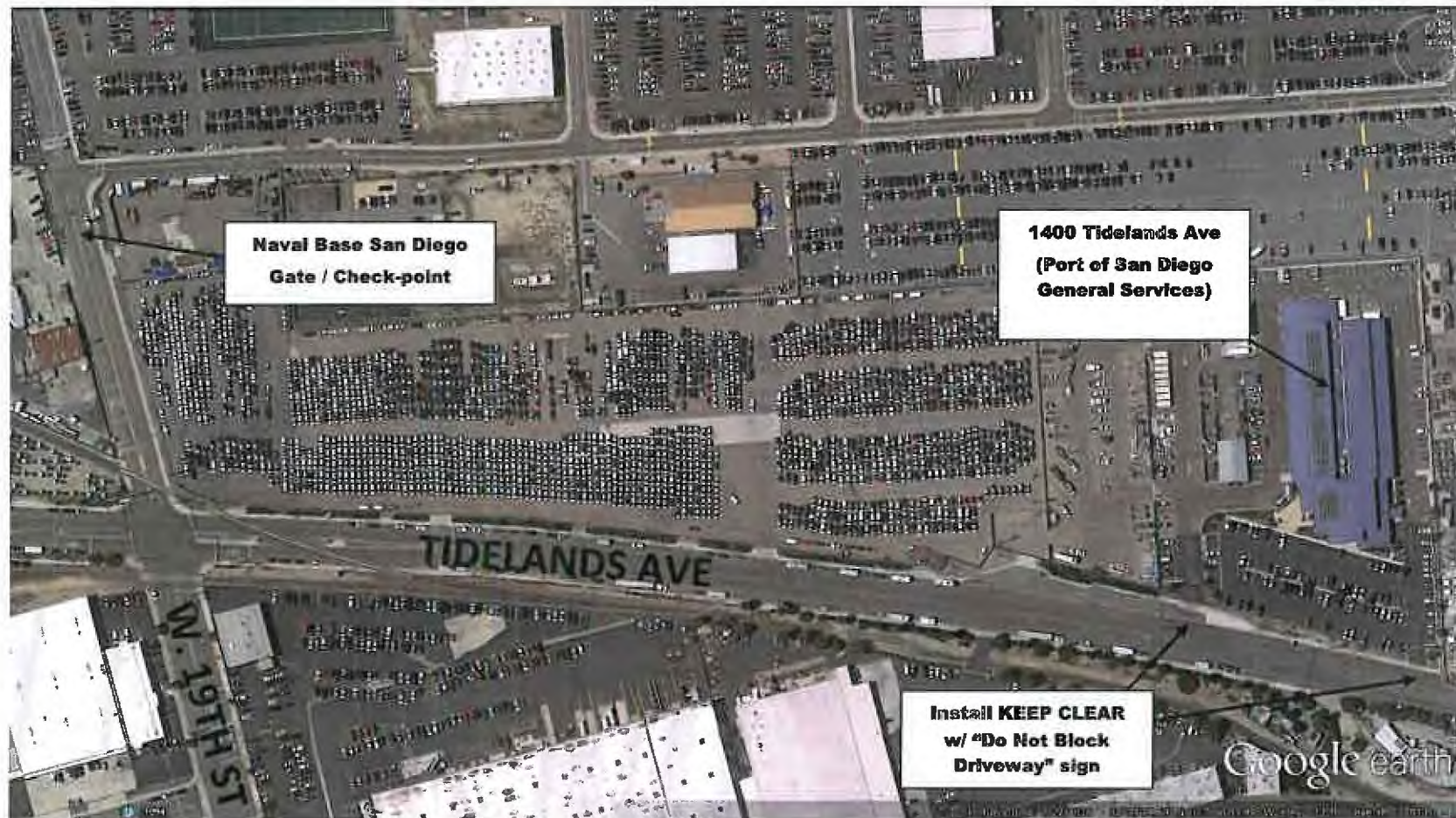
### **SAFETY PRECAUTIONS**

Follow safety precautions indicated by all local, state, federal, Cal/OSHA, OSHA, and District safety codes, policies, and procedures. Establish and maintain safe onsite working conditions for the duration of the work. Contact Safety for questions or concerns.

1. Port Injury & Illness Prevention Policy,
2. General Services Safety Handbook



## Location Map with Recommended Enhancements (TSC Item #2016-15)

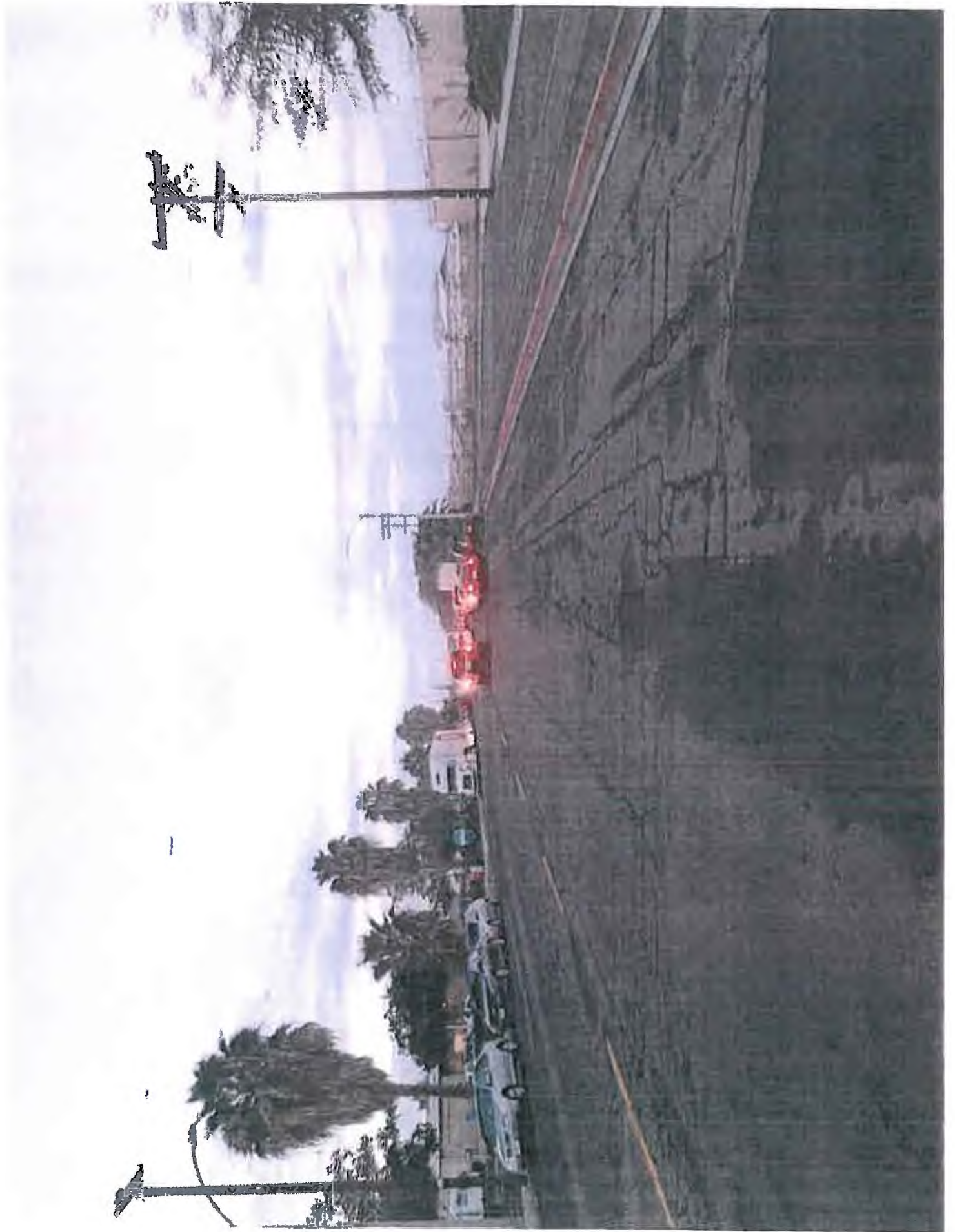














The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the conversion of three, 1-hour parking spaces to 30-minute parking in front of Coronado Café, located at 801 National City Boulevard, to increase parking turnover for customers and a



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the conversion of three, 1-hour parking spaces to 30-minute parking in front of Coronado Café, located at 801 National City Boulevard, to increase parking turnover for customers and allow for more efficient parking enforcement (TSC No. 2016-12).

**PREPARED BY:** Luca Zappiello, Civil Engineering Tech

**PHONE:** 619-336-4360

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:**

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the installation of three, 30-minute parking spaces in front of Coronado Café located at 801 National City Boulevard.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on October 12, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install three, 30-minute parking spaces in front of Coronado Café located at 801 National City Boulevard.

**ATTACHMENTS:**

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on October 12, 2016 (TSC No. 2016-12)
3. Resolution

## **EXPLANATION**

Mr. Aaron Kirsch, a small-business owner of Coronado Café (Café), located at 801 National City Boulevard, has requested the conversion of 1-hour parking in front his business to 30-minute parking to increase parking turnover for his customers and allow for more efficient parking enforcement.

Mr. Kirsch's business does not have off-street parking available for his customers. Mr. Kirsch stated that the parking spaces in front of his business are frequently occupied by vehicles for several hours. According to Mr. Kirsch, the conversion from 1-hour parking to 30-minute parking should increase the viability of his business, provide enough time for the delivery of goods to the Café, and reduce the amount of time that vehicles park in front of the Café.

Staff visited the site and verified that the Café does not have off-street parking. Staff measured the amount of curbside parking available on the east side of the block. There is approximately 126 feet of 1-hour curbside parking available, which provides parking for approximately seven vehicles. There is approximately 54 feet of 1-hour curbside parking (3 parking spaces) available directly in front of the Café and an additional 18 feet of 1-hour curbside parking (1 parking space) available directly in front of Bayview Family Dental Care, located adjacent to and south of the Café.

Staff spoke with the Bayview Family Dental Care office to see if they would be interested in converting the 1-hour parking space in front of their business to 30-minute parking. They confirmed that while vehicles often park in the 1-hour parking space for several hours, they prefer to keep the 1-hour parking for customers since average treatment time for patients is approximately 1 hour.

Staff recommends the conversion of 54 feet of 1-hour parking (3 parking spaces) to 30-minute parking in front of Coronado Café to increase parking turnover for customers and allow for more efficient parking enforcement. In addition to posting new 30-minute parking signs, staff recommends painting the curb green to distinguish the 30-minute parking zone from the adjacent 1-hour parking zone, consistent with National City Municipal Code requirements, and painting white parking "T's" on the pavement to clearly delineate each parking space.

If approved by City Council, all work will be performed by City Public Works.



## Location Map with Recommended Enhancements (TSC Item: 2016-12)





**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR OCTOBER 12, 2016**

**ITEM NO. 2016-12**

**ITEM TITLE:** **REQUEST FOR THE INSTALLATION OF THREE 30-MINUTE PARKING SPACES IN FRONT OF THE BUSINESS LOCATED AT 801 NATIONAL CITY BOULEVARD (BY A. KIRSCH)**

**PREPARED BY:** Luca Zappiello, Civil Engineering Technician

**DISCUSSION:**

Mr. Aaron Kirsch, a small-business owner of Coronado Café (Café) at 801 National City Boulevard, has requested the conversion of 1-hour parking spaces in front his business located at 801 National City Boulevard to 30-minute parking spaces to facilitate and increase parking turnover for his customers.

Mr. Kirsch's business does not have off-street parking available for his customers. Mr. Kirsch has stated that parking spaces in front of his business are frequently occupied by vehicles for several hours. According to Mr. Kirsch, the conversion from 1-hour to 30-minute parking space should increase the viability of his business, provide enough time for the delivery of goods to the Café, and reduce the amount of time that vehicles that park in front of the Café.

Staff visited the site and verified that the Café does not have off-street parking. There are approximately 126 feet (equal to seven (7) parking spaces) of 1-hour curbside parking available on the west side of the building. However, there are approximately 72 feet (equal to four (4) parking spaces) of 1-hour curbside parking available directly in front of the Café. Staff recommends the conversion of 54 feet (equal to three (3) parking spaces) in front of the Café from 1-hour parking spaces to 30-minute parking spaces to increase parking turnover for customers of the Coronado Café.

The Bayview Family Dental Care is located south of the Café and shares curbside parking with Mr. Kirsch's business. Staff spoke with the secretary from the Bayview Family Dental Care office and she confirmed that cars often park in the 1-hour parking space for several hours. The Bayview Family Dental Care prefers to have 1 hour parking available for clients because average treatment time for patients is approximately 1 hour.

**STAFF RECOMMENDATION:**

Following the aforementioned discussion, staff recommends the conversion of 54 feet (equal to three (3) parking spaces) in front of the Coronado Café from 1-hour parking spaces to 30-minute parking spaces to increase parking turnover for customers of the Café.

**EXHIBITS:**

1. Correspondence
2. Location Map
3. Photos

2016-12

## Stephen Manganiello

---

**From:** Aaron Kirsch  
**Sent:** Thursday, August 11, 2016 12:16 PM  
**To:** council; CMO; National City Police Chief; Stephen Manganiello  
**Subject:** Coronado Cafe Parking situation

Dear Honorable Mayor and Councilmembers, City Manager Deese, Chief Rodriguez, and Director Manganiello,

My name is Aaron Kirsch and I am the new owner/operator of the Coronado Café at 801 National City Blvd. I can't tell you how excited I am after a nationwide search to have ended up in National City and what I feel is an incredible opportunity to take advantage of the vibrant, emerging and redefined community as I found around my new restaurant. I am a career chef having worked for many years with Wolfgang Puck and for numerous top name celebrities all over the world and I chose to purchase the Coronado Café space to implement my long desired concept of bringing quality cuisine at an affordable price point to a community hungry for it. I welcome you all to come in for breakfast or lunch so I can meet each of you personally and share with you further my concept and how I want to win yours and everyone's confidence in my restaurant being the best new culinary addition to National City.

Also, I have an issue that I am hoping that the City can assist me with. After being here for several weeks, I am starting to see an issue that the previous owner warned me about and others in my building have confirmed is an unattended problem - on street parking. There is a 1-hour zone directly in front of the café that is never enforced and I commonly see daily, vehicles that park here all day long. I know enforcement resources can be scarce and are not always an effective long term solution, so I was also hoping to discuss with traffic engineering staff the potential of creating more short term parking, like 15 minute zones, which would not only increase the viability of my business, but would enhance the ability for short term visits and deliveries in my building. A combination of a more stringent timed zone and enhanced enforcement would be a welcome addition to this otherwise all-day parking problem.

Please let me know what steps we can take to move in the direction to better regulate parking in front of my business and for my building. In addition to email reply, I can be reached by cell phone at [redacted] or at the café from 7:00 a.m. - 4:00 p.m.

I appreciate hearing from you and more importantly, seeing you at the Coronado Café soon. Many thanks in advance for your assistance with this issue and for the opportunity to help make a positive difference in National City.

Sincerely,

Aaron Kirsch  
Owner, Coronado Café



## Location Map with Recommended Enhancements (TSC Item: 2016-12)







**Location of proposed green curb, 30-minute time restricted parking (looking Northeast)**



**Location of proposed green curb, 30-minute time restricted parking (looking North)**



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 2028 Wilson Avenue (TSC No. 2016-14). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 2028 Wilson Avenue (TSC No. 2016-14).

**PREPARED BY:** Luca Zappiello

**PHONE:** 619-336-4360

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** \_\_\_\_\_



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the installation of a blue curb handicap parking space with sign at 2028 Wilson Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on October 12, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with sign at 2028 Wilson Avenue.

**ATTACHMENTS:**

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on October 12, 2016 (TSC No. 2016-14)
3. Resolution

## **EXPLANATION**

Mr. Mariel T. Correa, resident of 2028 Wilson Avenue, has requested a blue curb handicap parking space in front of his house. The resident possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The length of unrestricted curbside parking available on the west side of the 2000 block of Wilson Avenue is approximately 270 feet.

Currently, there are five existing on-street handicap parking spaces provided in the immediate vicinity of the area: 1) 1824 Wilson Avenue (residence), 2) 1838 Wilson Avenue (residence), 3) 2121 Wilson Avenue (residence), and 4) two handicap parking spaces in front of 1816 Harding Ave (St. Anthony of Padua Catholic Church). Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space in front of 2028 Wilson Avenue) would not exceed 3% of the total number of available on-street parking spaces in the area, Mr. Correa's request is eligible for further consideration.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends installation of a blue curb handicap parking space with sign in front of the residence at 2028 Wilson Avenue.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works.



## Location Map with Recommended Enhancements (TSC Item: 2016-14)





**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR OCTOBER 12, 2016**

**ITEM NO. 2016-14**

**ITEM TITLE:**            **REQUEST FOR INSTALLATION OF A BLUE CURB HANDICAP PARKING SPACE WITH SIGNAGE AT 2028 WILSON AVENUE (BY M. CORREA)**

**PREPARED BY:**        Luca Zappiello, Civil Engineering Technician

**DISCUSSION:**

Mr. Mariel T. Correa, resident of 2028 Wilson Avenue, has requested a blue curb handicap parking space in front of his house. The resident possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The length of unrestricted curbside parking available in front of Mr. Correa's house is approximately 270 feet.

Currently, there are five existing on-street handicap parking spaces provided in the immediate vicinity of the area: 1) 1838 Wilson Avenue (approved per TSC Item 2013-16), 2) 2121 Wilson Avenue (approved per TSC Item 2015-24), 3) 1812 Wilson Avenue (approved per TSC Item 2013-05), 4) 1816 Harding Ave, next to St. Anthony of Padua Catholic Church, there are two diagonal blue curb handicap parking spaces. Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space in front of 2028 Wilson Avenue) would not exceed 3% of the total number of available on-street parking spaces in the area, Mr. Correa's request is eligible for further consideration.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1.     Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2.     The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3.     The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

**STAFF RECOMMENDATION:**

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 2028 Wilson Avenue.

**EXHIBITS:**

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

2016-14



REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: MARIEL T. CORREA

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

SONIA AYALA OR MARCO A. CORREA

ADDRESS: 2028 WILSON AVE. NATIONAL CITY CA, 91951

EMAIL: [REDACTED]

PHONE NUMBER: [REDACTED]

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? ☐ YES ☒ NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') ☐ YES ☐ NO

- 3) Does your residence have a driveway? ☐ YES ☒ NO

If YES, a) is the driveway large enough to park a vehicle? ☐ YES ☐ NO  
(minimum of 20' x 12')

b) Is the driveway level? ☐ YES ☐ NO

c) Is the driveway sloped/inclined? ☐ YES ☐ NO

- 4) Please write any additional comments here (optional).

---

---

---

---

---

REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALIFORNIA



**\*WARNING:** The illegal use of a disabled parking placard could result in a maximum fine of \$4,200.\*

PARKING PLACARD



DISABLED PERSON

EXPIRES JUNE 30

2017

**PURCHASE OF FUEL** (Business & Professions Code 13660)  
State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.



A Public Service Agency

\*\*\*CUSTOMER RECEIPT COPY\*\*\*

EXPIRES: 06/30/2017

\*\*\* DISABLED PERSON PLACARD \*\*\*

PLACARD NUMBER: PIC: 1 TV: 91

DATE ISSUED:

MO/YR: WT

CORREA MARIEL TANAIKY  
2028 WILSON AVE

DT FEES RECVD:

NATIONAL CITY  
CA 91950  
CO: 37



DUE : NONE  
RECVD - CASH :  
CHCK :  
CRDT :

E10 613 A0 0000000 0016 CS E10 060915 N1

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#:   
EXPIRES: 06/30/2017  
DOB:   
ISSUED:   
TYPE: N1

PLACARD HOLDER: CORREA MARIEL TANAIKY  
2028 WILSON AVE

NATIONAL CITY  
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):  
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:  
\*DISABLED PERSON PARKING SPACES (BLUE ZONES) \*STREET METERED ZONES WITHOUT PAYING \*GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS \*STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: \*RED ZONES \*TOW-AWAY ZONES \*WHITE OR YELLOW ZONES \*SPACES MARKED BY CROSSHATCH LINES \*DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: \*TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED \*TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED \*TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OR REVOCATION OF THE PLACARD.



## Location Map with Recommended Enhancements (TSC Item: 2016-14)







**Location of Proposed Blue Curb Handicap Parking at 2028 Wilson Ave (looking West)**



**Location of Proposed Blue Curb Handicap Parking at 2028 Wilson Ave (looking Southwest)**



## **DISABLED PERSONS PARKING POLICY**

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

### **General Requirements**

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

### **Special Hardship Cases**

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 614 Highland Avenue (TSC No. 2016-13). (Engineering/Public Works)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 614 Highland Avenue (TSC No. 2016-13).

**PREPARED BY:** Luca Zappiello, Civil Engineering Tech

**PHONE:** 619-336-4360

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the installation of a blue curb handicap parking space with sign at 614 Highland Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on October 12, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with sign at 614 Highland Avenue.

**ATTACHMENTS:**

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on October 12, 2016 (TSC No. 2016-13)
3. Resolution

## **EXPLANATION**

Mrs. Leonila Martinez, resident of 614 Highland Avenue, has requested a blue curb handicap parking space in front of her house. The resident possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and observed that Mrs. Martinez has a driveway but does not have a garage to accommodate a vehicle with a disabled driver or passenger. With Mrs. Martinez's permission and supervision, staff measured the driveway. The driveway is 10 feet long by 60 feet wide. The slope of the driveway is negligible. Since the width of the driveway is less than 12 feet, there is not enough clearance to provide accessible parking for persons with disabilities.

Staff also measured the amount of available parking in front of the residence. The length of curb in front of the residence is approximately 40 feet, which allows for two parking spaces.

Currently, there are two existing on-street handicap parking spaces provided in the immediate vicinity, one in front of the business at 524 Highland Avenue and another in front of a church at 635 E. 7<sup>th</sup> Street. Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space in front of 614 Highland Avenue) would not exceed 3% of the total number of available on-street parking spaces in the area, Mrs. Martinez's request is eligible for further consideration.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends installation of a blue curb handicap parking space with sign in front of the residence at 614 Highland Avenue.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works.



## Location Map with Recommended Enhancements (TSC Item: 2016-13)





**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR OCTOBER 12, 2016**

**ITEM NO. 2016-12**

**ITEM TITLE:** **REQUEST FOR THE INSTALLATION OF THREE 30-MINUTE PARKING SPACES IN FRONT OF THE BUSINESS LOCATED AT 801 NATIONAL CITY BOULEVARD (BY A. KIRSCH)**

**PREPARED BY:** Luca Zappiello, Civil Engineering Technician

**DISCUSSION:**

Mr. Aaron Kirsch, a small-business owner of Coronado Café (Café) at 801 National City Boulevard, has requested the conversion of 1-hour parking spaces in front his business located at 801 National City Boulevard to 30-minute parking spaces to facilitate and increase parking turnover for his customers.

Mr. Kirsch's business does not have off-street parking available for his customers. Mr. Kirsch has stated that parking spaces in front of his business are frequently occupied by vehicles for several hours. According to Mr. Kirsch, the conversion from 1-hour to 30-minute parking space should increase the viability of his business, provide enough time for the delivery of goods to the Café, and reduce the amount of time that vehicles that park in front of the Café.

Staff visited the site and verified that the Café does not have off-street parking. There are approximately 126 feet (equal to seven (7) parking spaces) of 1-hour curbside parking available on the west side of the building. However, there are approximately 72 feet (equal to four (4) parking spaces) of 1-hour curbside parking available directly in front of the Café. Staff recommends the conversion of 54 feet (equal to three (3) parking spaces) in front of the Café from 1-hour parking spaces to 30-minute parking spaces to increase parking turnover for customers of the Coronado Café.

The Bayview Family Dental Care is located south of the Café and shares curbside parking with Mr. Kirsch's business. Staff spoke with the secretary from the Bayview Family Dental Care office and she confirmed that cars often park in the 1-hour parking space for several hours. The Bayview Family Dental Care prefers to have 1 hour parking available for clients because average treatment time for patients is approximately 1 hour.

**STAFF RECOMMENDATION:**

Following the aforementioned discussion, staff recommends the conversion of 54 feet (equal to three (3) parking spaces) in front of the Coronado Café from 1-hour parking spaces to 30-minute parking spaces to increase parking turnover for customers of the Café.

**EXHIBITS:**



1. Correspondence
2. Location Map
3. Photos

2016-12

# REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: Leonila Martinez

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

614 Highland Ave

ADDRESS: 614 Highland Avenue

EMAIL:

PHONE NUMBER:

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? ☐ YES ☒ NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') ☐ YES ☐ NO

- 3) Does your residence have a driveway? ☒ YES ☐ NO

If YES, a) Is the driveway large enough to park a vehicle (minimum of 20' x 12') ☐ YES ☒ NO S.I.

b) Is the driveway level? ☒ YES ☒ NO S.I.

c) Is the driveway sloped/inclined? ☒ YES ☒ NO S.I.

- 4) Please write any additional comments here (optional).

Resident has a \_\_\_\_\_ She is  
also going to \_\_\_\_\_ sessions.  
Paramedics take her 3 times  
a week to \_\_\_\_\_

\* BASED ON STAFF'S SITE EVALUATION, THE RESIDENCE DOES HAVE A DRIVEWAY, HOWEVER IT IS NOT WIDE ENOUGH TO ACCOMODATE A VEHICLE WITH A DISABLED DRIVER OR PASSENGER. S.I.

ENG & PW DEPT.

CITY OF NATIONAL CITY

CUD PM 1:59 JUL 6/16



A Public Service Agency

# DEPARTMENT OF MOTOR VEHICLES

## DISABLED PERSON PLACARD IDENTIFICATION CARD/RECEIPT

PLACARD NUMBER: [REDACTED]

EXPIRES: 06/30/2017

DATE ISSUED: [REDACTED]

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

**When your placard is properly displayed,  
you may park in or on:**

- \* Disabled person parking spaces (blue zones)
- \* Street metered zones without paying.
- \* Green zones without restrictions to time limits.
- \* Streets where preferential parking privileges are given to residents and merchants.

**You may not park in or on:**

- Red, Yellow, White or Tow Away Zones.
- Crosshatch marked spaces next to disabled person parking spaces.

**It is considered misuse to:**

- Display a placard unless the disabled owner is being transported.
- Display a placard which has been cancelled or revoked.
- Lend your placard to anyone, including family members.
- Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

TYPE: N1

TV: 92

CO: 37

DOB: [REDACTED]

### ISSUED TO

MARTINEZ LEONILA  
614 HIGHLAND AVE

NATIONAL CITY CA 91950

### Purchase of fuel

**(Business & Professions Code 13660):**

State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.



036  
DPP000 Rev44



REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALIFORNIA



WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200."

DISABLED PERSON



PARKING PLACARD

EXPIRES JUNE 30

2017

PURCHASE OF FUEL (Business & Professions Code 13650)  
State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.



## Location Map with Recommended Enhancements (TSC Item: 2016-13)







**Location of Proposed Blue Curb Handicap Parking space at 614 Highland Ave (looking West)**



**Location of Proposed Blue Curb Handicap Parking space at 614 Highland Ave (looking Southwest)**



## **DISABLED PERSONS PARKING POLICY**

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

### **General Requirements**

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

### **Special Hardship Cases**

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City to Remove the following Policies within the City Council Policy Manual: Chapter 500 Public Works (Policy 502 Change Orders, 504 Mile of Cars Banners, 505 Street Banner Program); Chapter 700

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City to Remove the following Policies within the City Council Policy Manual: Chapter 500 – Public Works (Policy 502 – Change Orders, 504 – Mile of Cars Banners, 505 – Street Banner Program); Chapter 700 – Traffic and Public Safety (Policy 701 – Stop Sign Installation, 702 – Pedestrian Crosswalk Installation, 706 – Street Light Policy, 708 – Speed Hump Installation, 709 – Installation of Dusk to Dawn Lights); and Chapter 900 – Real Estate and Public Property (Policy 903 – 50/50 Curb, Gutter, Sidewalk and Retaining Wall Program).

**PREPARED BY:** Lauren Maxilom, Management Analyst II

**DEPARTMENT:** City Manager's Office

**APPROVED BY:**

  
*Lauren Maxilom*

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** n/a

**APPROVED:** \_\_\_\_\_ Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

n/a

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Review and approve policy deletions as submitted.

**BOARD / COMMISSION RECOMMENDATION:**

n/a

**ATTACHMENTS:**

Policies 502, 504, 505  
Policies 701, 702, 706, 708, 709  
Policy 903

## **EXPLANATION**

As per Council Policy #101, the City Council Policy Manual is reviewed on an annual basis, and updated as necessary. At this time staff proposes removing the following policies within Chapters 500, 700 and 900 of the Manual:

- 502: Change Orders - addressed under Purchasing Ordinance / NCMC Chapter 2.60
- 504: Mile of Cars Banners - addressed through TUP process; content reviewed for consistency with Sign Ordinance / NCMC Chapter 18.47
- 505: Street Banner Program - addressed through TUP process; content reviewed for consistency with Sign Ordinance / NCMC Chapter 18.47
- 701: Stop Sign Installation - warrants / guidelines provided through CA Manual on Uniform Traffic Control Devices
- 702: Pedestrian Crosswalk Installation - warrants / guidelines provided through CA Manual on Uniform Traffic Control Devices and Americans with Disabilities Act (ADA)
- 706: Street Light Policy - replaced by National City Street Light Manual
- 708: Speed Hump Installation – no longer applicable; all requests for traffic calming are reviewed by City Engineering; warrants for traffic calming measures are evaluated using state and regional traffic engineering guidelines and best practices.
- 709: Installation of Dusk to Dawn Lights – program no longer applicable
- 903: 50/50 Curb, Gutter, Sidewalk and Retaining Wall Program - program no longer applicable

Proposed amendments to additional Council Policies will be brought back at future Council meetings.



**PURPOSE**

The purpose of this policy is to establish authorization limits and standard methods for the approval of changes in contracts.

**DEFINITIONS**

*Construction Contract:* A written contract with a properly licensed contractor to construct public improvements within the City of National City that conforms to the Standard Specifications for Public Works Construction (hereinafter, "Green book") and special provisions.

*Construction Change Order:* A Construction Change Order is a written directive to the contractor to make changes in the work within the general scope of the contract during the construction period. Changes might involve additions to or deletions from the contract, adjustment of bid or line item quantities exceeding the limits set by the latest edition of the Standard Specifications for Public Works Construction (Green Book), and special provision as follows:

- Addition of an item of work not specified in the original contract.
- Deletion of an item of work specified in the original contract or subsequent approved change order.
- Adjustment of line item quantities beyond the limits allowed in the latest edition of the Standard Specifications for Public Works Construction (hereinafter "Green book") and/or special provisions.
- Adjustment of contract time for reasons other than those allowed in the Green book or special provisions.

*On-Call Consultant Contract:* A written agreement between the City and a professional services provider that specifies the services to be provided to the City at defined rates on an as-needed basis as requested by the City through written work orders.

*On-Call Consultant Work Order:* Written request from the City to an on-call consultant that authorizes the consultant to perform work on a specific project within the budget, scope and schedule defined in the work order that are within the scope and budget of the On-Call Consultant Contract.

*On-Call Consultant Contract Amendment:* A written agreement with a consultant to make specified changes to the On-Call Consultant Contract. An On-Call Consultant Contract Amendment shall specify changes to services, rates, schedule adjustments and/or overall contract value. The Amendment must be agreed to by the City and the Consultant.

*Standard Consultant Contract:* A written agreement between the City and a professional services provider that specifies the services to be provided to the City at defined specific rates for a specific project within a specific time.

*Standard Consultant Contract Amendment:* A written agreement with a consultant to make specified changes to the Standard Consultant Contract. A Standard Consultant Contract Amendment shall specify changes to services, rates, schedule adjustments and/or overall contract value. The amendment must be agreed to by the City and the Consultant.

## **POLICY**

1. Public Improvement projects shall be administered in accordance with the latest edition of the Green book, specifications and contract special provisions.
2. Adjustment of bid or line item quantities may be approved by the City Engineer for adjustments within the limits set by the latest edition of the Green book and special provisions. Adjustment of line item quantities that exceed the latest edition of the Green book and/or the special provisions (whichever is greater) shall proceed under the Contractor Change Order policy limits as prescribed below.
3. Designated officials of the City are authorized to approve Contract Change Orders to public improvement contracts and amendments to on-call consultant contracts within the scope of the contract, Council approved funding and the limits set forth as follows:

### **Designated Official**

### **Limits**

City Engineer

Aggregate Contract Change Orders, Amendments to On-Call Consultant Contracts and Standard Consultant Contracts up to 15% of the original contract amount, not to exceed a maximum of \$25,000 per change order or amendment.

City Engineer

Adjustments of contract time for justifiable delays within the limits of the latest edition of the Green book and special provisions.

City Manager

Aggregate Contract Change Orders, Amendments to On-Call Consultant Contracts and Standard Consultant Contracts up to 25% of the original contract amount, not to exceed a maximum of \$50,000 per change order or amendment.

City Manager

May exceed the limits of authorization set forth herein, if in the City Manager's opinion the situation requiring the Contract Change Order is of a nature that presents an emergency in which there is a concern for public safety, or if delay would cause unnecessary additional expenses. In such a case, the Contractor Change Order will subsequently be presented to the City Council for ratification at the next regular City Council meeting.

City Council

Contract Change Orders, Amendments to On-Call Consultant Contracts and Standard Consultant Contracts that exceed 25% of the original contract amount or \$50,000 for a single Change Order or Amendment.



**TITLE: National City Boulevard, Mile of Cars  
Banner Policy**

**POLICY #504**

**ADOPTED: January 13, 1998**

**AMENDED:**

**Purpose**

The purpose of this policy statement is to establish the availability and the manner of use of the two sets of banner poles, on National City Boulevard at 18<sup>th</sup> and 30<sup>th</sup> Street.

**Intent**

The banner poles are intended to support banners that announce events or display messages of community-wide interest and significance. Banners will not be installed that advertise or otherwise promote religious, partisan, political or commercial activities. The use of the poles shall be allocated to recognize groups on a first come, first served basis, following a reservation system administered by the Engineering Department. Banners that meet the minimum specifications provided herein shall be fabricated by the sponsoring group and be installed only by the Public Works Department or their installer.

**Permit Requirements**

An organization, civic association or other community groups desiring to use the poles to erect a banner shall submit a permit application to the Engineering Department on a form provided at least ten (10) working days prior to the first requested day of display. The application shall include: 1) the name of the sponsoring organizations; 2) the name, phone number and address of an individual representing the organization who is responsible for the banner; and 3) the requested installation and removal dates within the maximum duration interval specified below. A non-refundable permit filing fee shall accompany the application. The application shall also describe the general dimensions and characteristics of the banner in reference to the "Specifications" section of this Policy and shall indicate the wording of the message the banner will display. A photo or illustration may be submitted to supplement a written description. The City Engineer shall review the application and issue a permit to install the banner(s) for the period indicated if a finding is made that all of the specific provisions, as well as the intent, of this Policy are satisfied. A service charge to cover the cost of erecting and removing the banner by the Public Works Department shall be paid by the applicant, whereupon a work order will be issued to the Public Works Department to receive and install the banner on the specified date.

**Message Content**

The banner poles were installed with the intent to provide the community with a location whereupon general information and messages of Citywide, non-commercial significance would be displayed. As such, any banner containing language supporting or referring to the following subjects will not be attached to the poles: 1) a campaign for a political office, proposition initiative, or a specific issue that may be construed to have political or public policy implications; 2) an event or activity of primarily sectarian religious significance; 3) any sale of product or service, whether for profit or not-for-profit, including fund-raising events sponsored by not-for-profit organizations; and 4) any

subject that, in effect, does not apply or have interest to the general population of the City of National City. In general, the message language shall be appropriate for display on public property. The message on the banner to be installed may not deviate substantially from that indicated on the approved banner permit. If prior to the installation of the banner, it is apparent that the message does not substantially conform to the permit, the banner will not be erected and the installation service charge shall be refunded upon removal of the banner from the Public Works property.

#### **Fees and Charges**

An application fee and installation service charge shall be assessed per the Fee Schedule adopted by the City Council.

#### **Liability and Insurance**

The applicant shall be liable for any loss, damage, or injury sustained by the City or any other person, due to the negligence of the person(s) to whom the banner permit is issued. The applicant shall agree to save and keep the City and all its officers, department and employees harmless from any and all costs, damages or expenses that the City or any of its officers, department and employees may be obliged to pay by reason of, or that may arise out of, the granting and issuance of the banner permit, or the storage, transporting, erecting or displaying of the banner authorized hereby.

The applicant shall maintain a policy of public liability insurance in the sum of one million dollars (\$1,000,000). A certificate of insurance shall be presented upon approval of the permit and before the issuance of a work order to Public Works to erect the banner. The certificate shall specifically name the City of National City as additional insured. The policy shall state that the City shall be given 30 days minimum notification by registered mail in case of expiration or proposed cancellation of the policy.

#### **Specifications**

The following shall govern the construction of the banner panels and accessories for use on the National City Boulevard banner poles:

1. The banner panel shall be four (4) feet wide by thirty-four (34) feet - six (6) inches long.
2. The banner panel shall be perforated over at least ten percent (10%) of the area to reduce wind resistance.
3. The material used for the banner shall be a minimum of thirteen (13) ounce canvas and shall be double stitched for reinforcement at each corner. A 3/8-inch diameter brass grommet shall be sewn into each corner of the panel.
4. A 3/8 inch to 1/2 inch diameter, plastic-coated, steel-wire cable shall be hemmed in along the top and bottom of the panel. A minimum one-inch diameter eye loop secured with a suitable crimp shall be formed at the ends of the cable. The overall length of the cables shall be thirty-five (35) feet - six (6) inches.

#### **Duration, Scheduling and Handling of Banners**

The duration of each separate banner display covered by one permit application shall be no more than forty-five (45) days. The display shall be scheduled according to the dates

requested on the permit application form and shall be granted on a first-come, first-served basis. This provision may be modified by mutual agreement among the parties involved and with the approval of the City Manager. The City Engineer shall maintain an annual banner calendar that will allow advance scheduling of banner displays. Banners approved for installation shall be delivered to the Public Works yard no later than 3:00 p.m. on a regularly scheduled workday, at least five (5) working days prior to the first scheduled day of display. The banners shall be removed only by the Public Works Department at the end of the last scheduled day of display and delivered by City employees back to the Public Works' yard. The banners shall be removed from the Public Works yard by the sponsoring organization within five (5) working days of the scheduled removal date, or the date of delivery back to the yard, whichever occurs later.



**Purpose**

The purpose of this policy is to establish clear guidelines and permit approval process for organizations requesting permission to display vertical banners on City-owned street light poles. City personnel receive an increasing number of these requests, specifically for the decorative light poles on Civic Center Drive and other major corridors. We anticipate more such requests as communities experience improvements and capital improvement projects reach completion.

**Background**

Council Policy Number 504, "National City Boulevard, Mile of Cars", adopted on January 13, 1985, is limited to guidelines for displaying large horizontal banners (4' x 34'6") across the roadway, from the two sets of banner poles on National City Boulevard at 18<sup>th</sup> Street and 30<sup>th</sup> Street.

**Intent**

The policy and permit process designates the responsibilities and components of banner installation, rotation, maintenance and repairs, new or replacement banners and hardware, and costs related to banner installation are addressed below. The intent of permitting banners to be displayed on street light poles is to support banners announcing events or containing messages of community-wide interest and significance. Those containing messages that promote religious, partisan, political or commercial activities will not be permitted.

**Permit Requirements**

An organization, civic association or other community groups desiring to use the street light poles to display banners shall submit a permit application to the Public Works/Engineering Department, at least fifteen (15) working days prior to the first requested day of display. A description and diagram or photo of the banner and non-refundable permit filing fee shall accompany the application. The Director of Public Works/Engineering shall review the application, and issue a permit to install the banners if all requirements are met. Public Works Street Division does not have adequate equipment or staffing to perform banner installation and removal, therefore the applicant is responsible for installation and removal of the banners, and must have required insurance.

**Location of Available Street Light Poles**

Specific locations authorized for posting banners include the forty (40) City-owned street light poles located along both sides of Civic Center Drive, between National City Boulevard and Interstate 5; and forty-eight (48) poles along National City Blvd. in front of the Civic Center, from 12<sup>th</sup> to 18<sup>th</sup> Streets, a total of eighty-eight (88) poles. The

number of banners allowed per permit may be limited to a minimum of twenty (20) banners at the discretion of the Director of Public Works/Engineering.

For other areas of interest, staff will designate City-owned street light poles authorized for use, and brackets may need to be installed at the applicant's expense. A significant number of street light poles are owned by SDG&E and banners are not permitted on these.

### **Message Content**

Banner text must contain messages of community-wide interest, significance, and public benefit. These may include announcements of special events, seasonal or holiday decorations, neighborhood themes capital improvement or redevelopment projects, public education messages for promotion of environmental programs, and as a form of public art.

Any banner containing language supporting or referring to the following subjects will not be permitted: 1) a campaign for public office, position initiative, or a specific issue that may be construed to have political or public policy implications; 2) an event or activity of primarily sectarian religious significance; 3) any sale of product or service, whether for profit or not-for-profit, including fund-raising events sponsored by not-for-profit organizations; and 4) any subject that, in effect, does not apply or have interest to the general population of the City of National City. In general, the message language shall be appropriate for display on public property. The message on the banner to be installed may not deviate substantially from that indicated on the approved banner permit. If prior to the installation of the banner, it is apparent that the message does not substantially conform to the permit, the banner will not be erected.

### **Fees and Charges**

An application fee shall be assessed per the Fee Schedule adopted by the City Council for full cost recovery.

### **Liability and Insurance**

The applicant shall be liable for any loss, damage, or injury sustained by the City or any other person, due to the negligence of the person(s) to whom the banner permit is issued. The applicant shall agree to save and keep the City and all its officers, departments and employees harmless from any and all costs damages or expenses that the city or any of its officers, departments and employees may be obliged to pay by reason of, or that may arise out of, the granting and issuance of the banner permit, or the storage, transporting, erecting or displaying of the banner authorized hereby.

The applicant shall maintain a policy of public liability insurance in the sum of one million dollars (\$1,000,000). A certificate of insurance shall be presented upon approval of the permit and before the issuance of a work order to Public Works to erect the banner. The certificate shall specifically name the City of National City as additional insured. The policy shall state that the City shall be given 30 days minimum notification by registered mail in case of expiration or proposed cancellation of the policy.

**Specifications**

The following shall govern the construction of the banner panels and accessories for use on the City-owned street light poles:

1. The banner shall be 94" in height by 30" wide and double sided (graphics/text on both sides of the banner).
2. The material used for the banner shall be made of durable material for the environment (vinyl or sunbrella)
3. All banners in designated area must be consistent with a pleasant uniform theme and color or design throughout.

**Duration, Scheduling and Handling of Banners**

To maximize the lifespan and marketing effectiveness of the banners, street banners should be limited to, and rotated, every three to six months. The rotation schedule will be determined by the Director of Public Works/Engineering, annually, based upon the promotional timeframe and availability of banners and labor costs.

Banners promoting City-sponsored activities will have priority, otherwise availability is scheduled on first come, first served basis, only when City-sponsored banners are not scheduled.

Provisions may be modified by mutual agreement among the parties involved and with the approval of the City Manager. The Public Works/Engineering Director shall maintain an annual banner calendar that will allow advance scheduling of banner displays. The applicant shall remove the banners at the end of the last scheduled day of display.

**Banner Maintenance and Replacement**

Street banners are susceptible to the elements of wind, rain and salt air. The City is not responsible for the condition of street banners due to normal wear and tear. Sponsors of street banners will be responsible for replacement and purchase costs of new banners unfit for display. Banners showing signs of wear and tear detract its visual appeal and purpose. Any torn street banner must be removed by the applicant.



**TITLE: Yield & Stop Signs Installation Policy**

**POLICY #701**

**ADOPTED: September 15, 1987**

**AMENDED:**

Purpose

To establish warrants for the installation of yield, 2-way stop, and 4-way stop signs.

Policy

Sound engineering practice and liability considerations require uniformity in the installation of these signs. It is particularly important that the installation of these signs be consistently related to a determination of warrants and priorities to minimize the City's liability in case of damage or personal injury claims. The policies herein are used by many cities and have general national acceptance as factors to be analyzed to determine where these kinds of signs should be installed.

The attached policies for installation of yield, 2-way stop, and 4-way stop signs will be used henceforth in planning for and providing these facilities.

The Traffic Safety Committee, City Council, and staff may consider additional factors in establishing warrants for yield and stop signs. A request which has been denied by staff may be appealed to the Traffic Safety Committee and the City Council.

Related Policy References

Council Resolution No. 15,425

## POLICY FOR YIELD RIGHT-OF-WAY SIGNS

1. PURPOSE

The purpose of a Yield Sign is to control right-of-way assignments at intersections where control is available and a Stop Sign is not warranted or is unduly restrictive.

2. GENERAL

In order for an intersection to receive consideration for Yield controls, certain factual data must be obtained. These include accident records, visibility conditions, and traffic volumes.

3. POLICY

If the intersection meets any of the following warrants, Yield Signs will be recommended for installation on the streets carrying the minor volume of traffic:

- a. At an intersection where stop sign warrants are not met, where there must have been two accidents correctable by intersection control in a 12-month period, and where the critical speed is over 8 miles per hour.
- b. At an intersection which has between 14 and 18 points on the Two-Way Stop Warrants and a critical speed of over 8 miles per hour.
- c. At the entrance ramp to a freeway where an adequate acceleration lane is not provided.
- d. At a separate or channelized right turn lane where an adequate acceleration lane is not provided.
- e. At any intersection where a special problem exists and where an engineering study indicates the problem to be susceptible to correction by use of the Yield Sign.

POLICY FOR  
2-WAY STOP CONTROL

1. PURPOSE

The purpose of stop signs is to control the right-of-way assignment at an intersection. Stop signs are placed at entrances to designated through highways or at any intersection designated by resolution as a stop intersection. In the latter case, these locations are commonly referred to as Intersection Stops. If such a location meets the following warrants, the signs are located on the street carrying the minor volume of entering traffic.

Properly installed stop signs facilitate traffic movement and promote traffic safety.

2. GENERAL

In order for an intersection to receive consideration for 2-way stop control, certain factual data must be obtained. These include accident records, visibility conditions, traffic and pedestrian volumes, and unusual conditions such as proximity of schools, fire stations, etc. Points are assigned to each of these warrants. The total possible points is 30. The installation of 2-way stop control is justified with a total of 18 points.

3. ACCIDENT WARRANT

Three points are assigned for each accident susceptible to correction by stop signs during one full year prior to the investigation. Maximum 9 points.

4. VISIBILITY WARRANT

Where the critical approach speed to the intersection is less than 17 MPH, 1 point shall be assigned for each MPH under 17 MPH. Maximum 9 points.

5. VOLUME WARRANT

a. Major Street: 1 point for every 100 vehicles per day in excess of 500. Maximum 5 points.

b. Minor Street: 1 point for every 25 vehicles and pedestrians\* on minor street during the peak hour. Maximum 4 points.

\* pedestrians crossing the minor street

6. UNUSUAL CONDITION WARRANT

Where unusual conditions exist, such as a school, fire station, playground, steep hill, etc., points are assigned on the basis of engineering judgment. Maximum 3 points.

REMOVE



POLICY FOR  
4-WAY STOP CONTROL

1. PURPOSE

A fully justified, properly installed four-way stop can effectively assign right-of-way, reduce vehicle delay and decrease accidents. Generally, a four-way Stop is reserved for use at the intersection of two through highways, and only as an Interim traffic control measure prior to signalization.

2. GENERAL

The posting of an intersection for four-way stop control should be based on factual data. Warrants to be considered include:

1. Through street conditions.
2. Accident records.
3. Traffic and pedestrian volumes.
4. Unusual conditions such as proximity of schools, fire stations, vision securement, etc.

Points are assigned to each of these warrants. The total possible points is 50. The installation of four-way stop control is justified with a total of 30 points.

3. THROUGH STREET WARRANT

One of the approaching streets to the intersection must be a through highway before the intersection can be considered for four-way stop control. A through highway shall extend at least one mile in both directions from the intersection under consideration and shall meet conditions set forth on Page 8, Section 2f of the Highway Capacity Manual, 1965.

- |  |          |
|--|----------|
| A. If only one of the intersecting streets is a through highway. | 1-3 Pts. |
| B. If both streets are through highways                          | 3-5 Pts. |

Maximum 5 points.

4. ACCIDENT WARRANT

Two points are assigned for each accident susceptible to correction by four-way stop control during one full year prior to the investigation.

Maximum 14 points.

5. UNUSUAL CONDITION WARRANT

Where unusual conditions exist at the intersection such as a school, fire station, playground, vision obscurement, etc., points are assigned on the basis of engineering judgment. Unusual conditions shall be considered only if within 500 feet of the intersection.

Maximum 10 points

6. VOLUME WARRANT

- A. Total entering vehicle volume must equal 2,000 vehicles for four highest hours in average day.
- B. Minimum side street vehicular and pedestrian volume must equal 600 vehicles during same four hour period.

Points shall be assigned in accordance with the following tables:

<u>ALL APPROACHES</u>		<u>MINOR STREET PEDESTRIAN VEHICLE VOLUME (BOTH APPROACHES)</u>	
<u>Highest Four Hour Volume</u>	<u>Points</u>	<u>Highest Four Hour Volume</u>	<u>Points</u>
0 – 1400	0	600- 800	1
1401 – 1700	1	801-1200	2
1701 – 2000	2	1201-1400	3
2001 – 2300	3	1401-1600	4
2301 – 2600	4	1601- Over	5
1601 – 2900	5		
2901 – 3200	6		
3201 – 3500	7		
3501 – 3800	8		
3801 – 4100	7		
4101 – 4400	6		
4401 – 4700	5		
4701 – 5000	4		
5001 – 5300	3		
5301 – 5600	2		
5601 – 5900	1		
Over 5900	0		

Maximum 13 Points

7. VOLUME SPLIT WARRANT:

Four -way stops operate best where the minor approach volume and the major approach volume are nearly equal. Points shall be assigned in accordance with the following table:

<u>24-Hour Minor St. Volumes</u>	<u>%</u>	
<u>24-Hour Major St. Volumes</u>		<u>Points</u>

95+	8
35 – 94	7
75 – 84	6
65 – 74	5
55 – 64	4
45 – 54	3
35 – 44	2
25 – 34	1
0 – 24	0

Maximum 8 Points

REMOVE

**ADOPTED: September 15, 1987****AMENDED: October 20, 1987****Purpose**

To establish warrants for the installation of pedestrian crosswalks in a uniform and safe manner.

**Policy**

The attached policy on warrants for pedestrian crosswalks will be used for planning and approving all such crosswalk markings. Crosswalk markings serve primarily to guide pedestrians into the proper path and should not be used indiscriminately. Their presence can be detrimental to pedestrian safety since the markings may not be readily apparent to drivers from a safe stopping distance. In general, crosswalks should not be marked at intersections unless they are intended to channelize pedestrians. The State Traffic Manual, 1986 Edition emphasizes the use of marked crosswalks as a channelization device rather than as a safety device. The Manual also lists various vehicular, pedestrian and roadway factors to be considered in determining whether a marked crosswalk should be installed.

**Related Policy References**

Council Resolution No. 15,426



## CITY OF NATIONAL CITY

### WARRANTS

#### PEDESTRIAN CROSSWALKS

In order to qualify for a marked crosswalk, a location must (A) meet the following basic warrants and (B) rate 16 points or more under the following point system:

##### A) Basic Warrants

1. Pedestrian Volume Warrant

Crosswalks will not be installed where the pedestrian volume is less than 10 pedestrians per hour during the peak pedestrian hour.

2. Approach Speed Warrant

Crosswalks will not be installed on roadways where the 85th percentile approach speeds are in excess of 45 mph. The approach speeds shall be determined by approved engineering speed study techniques.

3. Visibility Warrant

Crosswalks will not be installed unless the motorist has an unrestricted view of all pedestrians at the proposed crosswalk site, for a distance not less than 200' approaching from each direction. Sites with grades, curves and other sight restrictive features will require special attention.

4. Illumination Warrant

Proposed crosswalk site must have adequate crosswalk lighting in existence or scheduled for installation prior to the installation of the crosswalk.

##### B) Warrant Point System

1. Pedestrian Volume Warrant

<u>Criterion</u>	<u>Point Assignment</u>	
	<u>Pedestrian Total</u>	<u>Points</u>
The total number of pedestrians crossing the street under study during the peak pedestrian hour. This includes pedestrians in both crosswalks at an intersection.	0-10	0
	11-30	2
	31-60	4
	61-90	6
	91-100	8
Crosswalks will not be installed where the ped volume (peak ped hr.) is 10 or less.	Over 100	10
	Maximum	10

Point Assignment

<u>2. General Conditions Warrant Points</u>		<u>Points</u>
(a) Will clarify and define pedestrian routes across complex intersections.		2
(b) Will channelize pedestrians into a significantly shorter path.		2
(c) Will position pedestrians to be seen better by motorists.		2
(d) Will position pedestrian to expose him to fewer vehicles.		2
	Maximum	<u>8</u>

### 3. Gap Time Warrant

<u>Criterion</u>	<u>Point Assignment</u>	<u>Points</u>
	Average Number of gaps per 5-minute period	
The number of unimpeded vehicle time gaps equal to or exceeding the required pedestrian crossing time in an average five-minute period during the peak vehicle hour.	0 - 0.99	10
	1 - 1.99	8
	2 - 2.99	6
	3 - 3.99	4
	4 - 4.99	2
	5 or over	<u>0</u>
	Maximum	10

### Computations

$$(1) \text{ Pedestrian Crossing Time} = \frac{\text{Street width curb to curb}}{4.0 \text{ feet per second}}$$

$$(2) \text{ Average Number of Gaps, per Five-minute Period}$$

$$= \frac{\text{Total unable gap time in seconds}}{\text{Pedestrian Crossing Time} \times 12}$$

### Provisions

(A) The above criterion is based on a one-hour field survey consisting of 12 five-minute samples.

(B) All roadways having a raised median or a painted median (4-foot minimum width) will be considered as two separate roadways, if the pedestrian has a protected place to stand out of the path of traffic.

REMOVED

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

**TITLE: Street Light Policy**

**POLICY #706**

**ADOPTED: February 24, 1987**

**AMENDED: January 17, 1989**

### Purpose

The establishment of criteria for street lighting in streets and alleys.

### Policy

- A. All signalized intersections shall be lighted by at least two and preferably four 250-watt HPS lights.
- B. That local streets and arterials and collector streets are as designated on the attached sheet. Such definitions are in accordance with the General Plan.
- C. That residential and commercial streets are as designated on the attached sheet which conforms with the National City General Plan.
- D. That the standard light for local residential streets shall be a 150-watt High Pressure Sodium light and the standard interval between these lights shall be 400 feet. Normally, lights will be placed on alternating sides of the street unless this practice is prohibited by power distribution pole location. In cases where streets end in cul-de-sacs, a light will be considered warranted if the closest street light is 300 or more feet away.
- E. That the standard street light for residential arterial and collector streets shall be a 200-watt High Pressure Sodium light and the standard interval between these lights shall be 400 feet.
- F. That the standard street light for commercial arterial and collector streets shall be a 200-watt High Pressure Sodium light and the standard interval between these lights shall be 400 feet.
- G. That present street lighting is considered to be appropriate and will not be changed without specific requests by residents. This policy shall be extended to include the replacement of existing lights with similar or equal substitutes unless a specific request for alteration has been made to the Public Works Department. The only exception to this policy is that replacement of Mercury Vapor lights with High Pressure Sodium Vapor lights of approximately equal lumen intensity is authorized.



- H. That staff is authorized to cause lights to be installed at shorter intervals when, in their opinion, the additional light is warranted by the unusual characteristics of the particular location (vertical curve, dense tree growth, etc.).
- I. That if a resident requests additional street lighting and is refused by staff, staff will provide the Council with the resident's request and the basis for their denial of it within three working days.
- J. That staff is authorized to deviate from the above standards by as much as 100 feet in order to place as many additional lights as practical at intersections. Such deviation will not be considered as requiring the justification to Council mentioned in subparagraph I above.
- K. That staff is authorized to install or have installed upon resident request a maximum of 120 additional street lights per year for a period of five years, which should bring the city up to the standards mentioned in subparagraphs D, E, and F above. Staff is hereby directed to ensure that adequate funding for these additional street lights is contained in account 001-422-221-235 budget submissions.
- L. That requests for street light installation in public alleys will normally be denied unless there are existing SDG&E distribution poles in the alley which can support the requested street light. In the event that there are distribution poles in the alley, staff can order the installation of a light if the criterion established in paragraph D is met. The requirement to notify City Council of denial of a street light request detailed in paragraph I also applies to requests for light installation in alleys. Any light ordered installed in an alley shall be a 150-watt High Pressure Sodium Vapor (HPSV) lamp.

#### COMMERCIAL

National City Blvd.  
 Highland Avenue  
 Plaza Boulevard (most)  
 Eighth Street (most)  
 24th St. west of Highland  
 30th/Sweetwater Road (most)  
 Tideland Avenue  
 Wilson Avenue  
 Harbor Drive  
 Hoover Avenue  
 Euclid Avenue (Plaza-8th only,  
     otherwise primarily designated  
     for residential use)  
 16th Street (primarily designated  
     for residential use)

#### RESIDENTIAL

All other

18th Street (primarily designated  
for residential use)

COLLECTOR/ARTERIAL LOCAL

Division Street  
4th Street  
8th Street  
Plaza Boulevard  
16th Street (N.C. Blvd to east  
city limit)  
18th Street (I-5 to east city limit  
24th Street (except Grove to  
Prospect and east of Van Ness  
30th/Sweetwater Road (except west  
of Hoover)  
Highland Avenue  
National City Blvd. (including  
Osborn St.)  
Euclid Avenue  
Tidelands Avenue  
Civic Center Drive  
Harbor Drive  
Harbison Avenue (Division to 16th)  
Palm Avenue  
19th Street (Tidelands to 1-5)  
Cleveland (Civic Center Drive to 24th)  
Wilson (Civic Center Drive to 24th)  
Coolidge (Plaza to 18th)  
Hoover (18th to 33rd)  
33rd (Hoover to National City Blvd.)  
Roosevelt (Division to 16th)  
West Avenue  
Main Street  
"D" Avenue (Division to 30th)  
"L" Avenue (16th to 30th)  
Granger (18th to Leonard)  
Rachael (18th to 20th)  
Manchester Street  
Reo Drive (proposed Rt. 54 to  
Sweetwater)

LOCAL

All other

REMOVE

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

**TITLE: Speed Hump Policies**

**POLICY #708**

**ADOPTED: August 25, 1992**

**AMENDED:**

### **PURPOSE**

The purpose of this policy is to provide a uniform and equitable procedure for the installation of speed humps on National City streets.

### **GENERAL**

1. The initiation of a request for Speed Hump installation shall be in accordance with the following procedures:
  - a. Requests shall be in the form of a formal Petition (copies of which will be supplied by the City Engineer).
  - b. Petitions shall be circulated by the petitioners.
  - c. A separate petition shall be used for each street segment.
  - d. Petitions shall be circulated among property owners fronting on the street.
  - e. Completed petitions shall be delivered to:  
City Engineer  
City of National City  
1243 National City Boulevard  
National City, Ca 91950
  - f. Each Petition shall contain the signature of property owners representing at least 60% of the properties that access directly on the street. Only, one signature per property will be counted.
2. Speed Humps will only be installed in conformance with design guidelines that have been established by the City Engineer at the time of the installation.
3. Speed Humps are still experimental roadway features, therefore; additions, alterations or removals of any or all Speed Humps may occur at any time.
4. Prior to the installation of Speed Humps on each street, the City Engineer will notify the Fire Department, the Police Department and Ambulance Service of said installations for their input (where they may incur delay).

### **WARRANTS**

The installation of Speed Humps on public roads will be considered only if 4 out of the 5 following conditions are met, as determined by the City Engineer:

1. The average traffic volume must exceed 1000 vehicles in a 24 hour period.



2. More than 60% of the surveyed motorists must exceed a speed of 25 mph.
3. The road must have no more than 2 traffic lanes.
4. The road must have a speed limit of 25 mph in accordance with State Law or City Council action.
5. The road must be a local street, i.e., not on the City's Classified Street System.

### **PROCEDURES**

1. After each petition is received, the City Engineer will:
  - a) Verify that each petition contains the required number of signatures.
  - b) Obtain necessary traffic data.
  - c) Ask the National City Police Department to schedule selective speed enforcement on said street at a level relative to the ranking index for each street.
  - d) Verify compliance that all warrants are met.
  - e) A "Ranking Index" will be determined for each street. Points for assigning priority will be based upon the schedule in the Speed Hump Ranking Form.
  - f) Notify the Police Department, the Fire Department and Ambulance Services.
2. All requests for Speed Humps that meet all policies and warrants will be submitted to the Traffic Safety Committee once every 6 months (in August and February), at which time the T.S.C. will openly discuss all relevant issues. The Traffic Safety Committee will then confirm or adjust the ranking, make a recommendation as to which streets (if any) should receive Speed Humps, and recommend the order in which they should be installed.
3. Prior to the Traffic Safety Committee meeting, the City Engineer will prepare a notice of said meeting or hearing inviting all interested individuals to appear and enter into relevant discussions. These notices will be emailed out to all homes (residents and property owners) along the subject street; at all intersection streets, and along all significant diversion streets.
4. Speed Hump installations will be based on available funding.
5. Those streets that are not funded for a given fiscal year will be placed on a new ranking list and they will compete again for funding in the next 6 month cycle on an equal basis with all other requests (i.e., there will be no seniority privileges).

REMOVE

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

**TITLE:** Installation of Dusk-To-Dawn Lights

**POLICY #709**

**ADOPTED:** November 10, 1992

**AMENDED:**

### **Purpose**

To establish the policy and procedures whereby a citizen can obtain a dusk-to-dawn light under the City's program.

### **Policy**

Homeowner must fill out and return an application for a light from the Police Department.

Application must be filled out by homeowner and returned to the Police Department. Police will check each request by visiting each individual location. The officer will consider the darkness of the area, how close it is to a street light, and if there are other dusk-to-dawn lights in the area.

Police officer will determine if a light is needed after visiting the site. Approved applications will be sent to Parks & Recreation who will then forward applications to Purchasing Department.

Purchasing will coordinate the installation with an electrical contractor.

If the homeowner and contractor disagree on the location of the light, the Police Department will determine where the light will be installed.

Lights will be purchased and installed by the City of National City. Homeowner /resident is responsible for maintenance and replacement costs and utility cost.

### **Related Policy References**

None

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

**TITLE: Policy for 50/50 Curb and Gutter, Sidewalk,  
Driveway and Retaining Wall Program**

**POLICY #903**

**ADOPTED: November 15, 1988**

**AMENDED: May 28, 1996**

### **POLICY FOR 50/50 CURB AND GUTTER, SIDEWALK, DRIVEWAY AND RETAINING WALL PROGRAM**

**“THIS PROGRAM APPLIES TO SINGLE FAMILY RESIDENTIAL PROPERTIES ONLY”**

#### **REQUIREMENTS:**

- A. Properties must front on a dedicated public street on which curb and gutter and/or sidewalk and driveway (portion within the public right-of-way) are missing or damaged.
- B. Retaining Wall:  
Retaining walls can be constructed at locations where the City experiences periodic slope erosion and soil sloughing on to the sidewalk. This program applies only to the residential properties and does not apply to vacant properties.
  - 1. Type of Retaining Walls:  
They shall be either masonry or reinforced concrete per the adopted edition of the San Diego Area Regional Standard Drawings.
  - 2. Maximum Height:  
They shall be high enough to provide for a minimum of a 2:1 backfill slope and a drainage ditch if required.
  - 3. Locations:  
They shall be constructed facing the public right-of-way. The exact location is to be determined by the City Engineer.
- C. If CDBG funding is used, the participating property owner (owner-occupied housing) or tenant (rental property) in the program must be qualified as being within the H.U.D. income limits as determined by the attached Low Income Limit Schedule., The total household income (income from all members of the household) shall not exceed those limits. The low income household limits are



<b>TITLE: Policy for 50/50 Curb and Gutter, Sidewalk, Driveway and Retaining Wall Program</b>	<b>POLICY #903</b>
<b>ADOPTED: November 15, 1988</b>	<b>AMENDED: May 28, 1996</b>

- D. adjusted for household sizes 1 through 8 of the attached schedule. The owner will be required to fill-out the Pledge of Full Disclosure form also attached.
- E. The program does not apply to improvements required as a condition of a parcel map or a subdivision map. Section 17.28 of the Municipal Code requires that the subdivider construct the missing improvements, (curb, gutter, driveway, and sidewalk) at his expense.

**PROCEDURES:**

- 1. Work performed by a Contractor through a City Contract:
  - A. Engineering Department will make an estimate of the cost of the public improvements based on current market price.
  - B. Property owner will be required to submit an application for the Sidewalk, Curb and Gutter, and Retaining Wall Permit.
  - C. The property owner will be required to deposit 50% of the estimated construction costs with the Engineering Department.
  - D. The Engineering Department will follow the established bid procedures to obtain at least three bid proposals.
  - E. The Engineering Department will enter into a contract with the lowest, responsible bidder to do the work.
  - F. The contractor will be required to submit evidence of insurance coverage, and State and City business license before approval of the permit application. The work permit is issued to the Contractor at no charge.
  - G. If there are any funds remaining or if additional funds are needed after the project is complete, funding adjustment will be made.
- 2. Work performed by the property owner:
  - A. Property owner will be required to fill-out an application for the sidewalk, curb and gutter, and retaining wall permit, and pay permit fees.

**TITLE: Policy for 50/50 Curb and Gutter, Sidewalk,  
Driveway and Retaining Wall Program**

**POLICY #903**

**ADOPTED: November 15, 1988**

**AMENDED: May 28, 1996**

- B. Property owner will be required to deposit a check for \$100.00 with the Engineering Department. This amount will be refunded to the owner after a final inspection of the project.
- C. The property owner will be required to sign affidavit (attached) stating that he/she will perform the work in accordance with the adopted edition of the San Diego Regional Standard Drawings, the Standard Specifications for Public Works Construction and the National City Standard Drawings and Ordinance.
- D. After final inspection of the work and quantity take-off, the Engineering Department will pay the owner 50% of the average cost of improvements.

City Council Meeting of May 28, 1996

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with Chandler Asset Management, Inc. (“Chandler”) for investment management and investment advisory services for a three-year term with two additiona

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with Chandler Asset Management, Inc. ("Chandler") for investment management and investment advisory services for a three-year term with two additional one-year options.

**PREPARED BY:** Mark Roberts, Director of Finance

**PHONE:** 619-336-4265

**DEPARTMENT:** Finance

**APPROVED BY:** Mark Roberts

**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

NA

**APPROVED:** Mark Roberts

**Finance**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION:** ☐    **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, authorizing the Mayor to execute the agreement with Chandler Asset Management, Inc. for investment management and investment advisory services for a three-year term with two additional one-year options.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

1. Chandler Asset Management, Inc. Agreement
2. Resolution





## City Council Staff Report

November 15, 2016

### ITEM

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with Chandler Asset Management, Inc. (“Chandler”) for investment management and investment advisory services for a three-year term with two additional one-year options.

### BACKGROUND

Prior to February 29, 2012, management of the investment of the City’s surplus funds was performed internally (i.e., by City staff) with investments placed in investment pools and short-to medium-term securities. Following a request for proposals (“RfP”) process, on November 15, 2011, the City Council approved an agreement with Chandler to provide investment management services to the City for a two-year term with three additional one-year options. The agreement includes an annual investment management fee of an annual rate of 0.06% (6 basis points) based upon the average daily balance of assets under Chandler’s direct management with the provision the rate schedule would increase, as follows, upon an increase of the federal funds target rate by the Federal Open Market Committee (FOMC):

<u>Assets under Management</u>	<u>Annual Investment Management Fee</u>
First \$20M	0.10% (10 basis points)
Next \$40M	0.08% (8 basis points)
Assets in excess of \$60M	0.06% (6 basis points)

\$20 million dollars was transferred for management by Chandler on February 29, 2012.

An additional \$2 million dollars was transferred to the Chandler portfolio on April 29, 2015.

The FOMC increased the federal funds target rate 0.25% from a range of 0-0.25% to a range of 0.25-0.50% on December 16, 2015, as a result increasing Chandler’s fee to 0.10% (10 basis points) on \$20 million dollars of the City’s assets under its management and 0.08% (8 basis points) on the remaining portion of approximately \$2.5 million dollars it manages (including investment earnings and accrued interest).

In anticipation of the expiration of the third amendment to the Chandler agreement on November 15, 2016, the City issued an RfP for investment management and advisory services on September 1, 2016.

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with Chandler Asset Management, Inc. (“Chandler”) for investment management and investment advisory services for a three-year term with two additional one-year options.  
November 15, 2016

---

## **CURRENT INVESTMENT PORTFOLIO**

The City’s surplus funds investment portfolio currently is divided into three portions, each of which is managed separately by Chandler, the California Local Agency Investment Fund (LAIF), and the County of San Diego Pooled Money Fund (“San Diego County Pool”). As of September 30, 2016, the surplus funds investment portfolio totalled \$58,686,526, comprising the following investments:

LAIF	\$31,054,631
Chandler	22,541,845
<u>San Diego County Pool</u>	<u>5,090,050</u>
Total	\$58,686,526

## **REQUEST FOR PROPOSALS PROCESS**

As noted above, the City issued an RfP for investment management and advisory services on September 1, 2016. The RfP was sent to several investment management firms and was posted on the City's website and the California Society of Municipal Finance Officers (CSMFO) website. Responses to the RfP were due by 5:00 pm on September 22, 2016.

The City received seven (7) proposals in response to the RfP. The firms submitting proposals, listed in alphabetical order, are:

Chandler Asset Management, Inc.  
Dana Investment Advisors, Inc.  
Garcia Hamilton & Associates, LP  
HighMark Capital Management, Inc.  
LM Capital Group, LLC  
Multi-Bank Securities, Inc.  
Vanguard Institutional Advisory Services

Staff reviewed all proposals, and those firms whose proposals were considered most responsive to the RfP and deemed best suited to provide the services desired were invited for panel interviews. The four (4) firms selected to advance, in alphabetical order, are:

Chandler Asset Management, Inc.  
Dana Investment Advisors, Inc.  
HighMark Capital Management, Inc.  
LM Capital Group, LLC

In order to rank the firms and provide a recommendation to the City Council, the interview panel considered:

- relevant experience with California municipal governments;
- commitment of key members of the firm to the City’s portfolio;
- demonstrated knowledge of the work/services required;
- proposed investment management and investment advisory methodology; and

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with Chandler Asset Management, Inc. (“Chandler”) for investment management and investment advisory services for a three-year term with two additional one-year options.  
November 15, 2016

---

- cost of services.

After reviewing and considering each proposal, the panel unanimously selected Chandler as the highest-ranking firm.

#### **CHANDLER ASSET MANAGEMENT (from submitted proposal)**

Founded in 1988, Chandler is an SEC-registered, woman-owned corporation headquartered in San Diego which specializes in the management of fixed-income portfolios for the public sector. As of June 30, 2016, Chandler managed more than \$12.4 billion in assets for clients across the United States, including almost \$9.8 billion for 122 public agencies. In addition, more than \$9.7 billion of the total assets under its management are those of California clients – 389 as of June 30<sup>th</sup>.

#### **RECOMMENDATION**

Staff recommends the City Council authorize the Mayor to execute the agreement with Chandler Asset Management, Inc. for investment management and investment advisory services for a three-year term with two additional one-year options.

#### **FISCAL IMPACT**

Chandler’s annual investment management fees will be based upon the average balance of assets under its direct management, in accordance with the following schedule:

<u>Assets under Management</u>	<u>Annual Investment Management Fee</u>
First \$10M	0.10% (10 basis points)
Next \$30M	0.08% (8 basis points)
Assets in excess of \$40M	0.06% (6 basis points)

These fees do not include custody fees the City may incur for third party custodial services; however, these fees are minimal.

The fees are all inclusive for the services Chandler will provide, including:

- management of the City's investment portfolio;
- review of the City’s investment policy for recommended changes based upon legislative changes and other relevant market conditions;
- meeting with City staff at least quarterly to review the investment portfolio and investment performance;
- developing and implementing investment strategies intended to maximize the portfolio’s performance;
- providing monthly investment reports for the portfolio;
- providing City staff with on-line access to its current investment account information;
- providing semi-annual and annual performance reports, as needed.

The fees will be deducted from the investment portfolio’s assets.

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with Chandler Asset Management, Inc. (“Chandler”) for investment management and investment advisory services for a three-year term with two additional one-year options.  
November 15, 2016

---

Taking into account the City’s current Chandler investment portfolio balance, the fee schedule’s “blended” rate (i.e., the effective rate resulting after application of the fee rates to the portfolio’s balance according to the schedule) represents a slight reduction in comparison to the current Chandler fee schedule.

As noted above, the balance of the City’s assets currently managed by Chandler is \$22,541,845. At this level of investment, the approximate annual fiscal impact will be \$20,000; however, since the fee is calculated on a percentage basis, it will fluctuate over time, increasing as the (Chandler-managed) portfolio balance increases and decreasing should the balance decrease.

The future amount(s) to be invested with Chandler will be dependent on cash flow analysis(es) which will be conducted by City staff.

## **ATTACHMENTS**

Attachment 1 – Chandler Asset Management, Inc. Agreement

Attachment 2 – Resolution



The following page(s) contain the backup material for Agenda Item: Warrant Register #15 for the period of 10/05/16 through 10/11/16 in the amount of \$1,678,692.56.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Warrant Register #15 for the period of 10/05/16 through 10/11/16 in the amount of \$1,678,692.56.  
(Finance)

**PREPARED BY:** K. Apalategui

**PHONE:** 619-336-4572

**DEPARTMENT:** Finance

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 10/05/16 through 10/11/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Innovative Construction	325698	57,795.50	Plaza and 14 <sup>th</sup> St. Project
Public Emp Ret System	10052016	410,286.14	Service Period 09/13/16 – 09/26/16

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Warrant total \$1,678,692.56.

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,678,692.56.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #15



**WARRANT REGISTER #15**  
**10/11/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ABLE PATROL & GUARD	SECURITY GUARD SERVICES / LIBRARY	325659	10/11/16	2,945.20
AMAZON	BOOKS / LIBRARY	325660	10/11/16	2,856.40
BAKER & TAYLOR	BOOKS / LIBRARY	325661	10/11/16	1,137.97
BRODART CO	BOOK PROCESSING SUPPLIES / LIBRARY	325662	10/11/16	240.91
DEMCO INC	BOOK PROCESSING SUPPLIES / LIBRARY	325663	10/11/16	146.41
LAKESHORE LEARNING MATERIALS	MATERIALS FOR TUTORS & LEARNERS / LIBRARY	325664	10/11/16	98.07
LASER SAVER INC	MOP# 45725 - SUPPLIES / LIBRARY	325665	10/11/16	168.79
MIDWEST TAPE	DVD'S / LIBRARY	325666	10/11/16	1,487.14
NEW READERS PRESS	WORKBOOKS FOR LITERACY SERVICES / LIBRARY	325667	10/11/16	284.40
SERRA COOPERATIVE LIB SYSTEM	MEMBERSHIP DUES FOR FY 2016-17 / LIBRARY	325668	10/11/16	3,294.81
STAPLES BUSINESS ADVANTAGE	MOP #45704 - SUPPLIES / LIBRARY	325669	10/11/16	52.09
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES / LIBRARY	325670	10/11/16	98.00
1903 SOLUTIONS LLC	FORTIGATE ANNUAL RENEWAL / MIS	325671	10/11/16	6,190.00
4 IMPRINT INC	PENS / STATE OF CITY ADDRESS	325672	10/11/16	1,854.02
ADAMSON POLICE PRODUCTS	EQUIPMENT / POLICE DEPARTMENT	325673	10/11/16	1,484.16
AT&T	AT&T SEPTEMBER 2016	325674	10/11/16	38.95
AT&T	AT&T PHONE SERVICE SEPTEMBER 2017	325675	10/11/16	38.42
AT&T MOBILITY	AT&T WIRELESS SEPTEMBER 2016	325676	10/11/16	400.66
AYRES MORENO VALLEY	ADV LODGING SUB / HONOR GUARD / PD	325677	10/11/16	838.51
BEAUCHESNE, D	TRAINING REIMBURSEMENT	325678	10/11/16	304.53
BOOT WORLD	MOP#69096 SAFETY BOOTS	325679	10/11/16	250.00
BROADWAY AUTO ELECTRIC	MOP#72447 AUTO SUPPLIES	325680	10/11/16	321.55
CALIFORNIA AIR COMPRESSOR CO	FILTER / PW	325681	10/11/16	1,024.60
CAMEON, C	EDUCATIONAL REIMBURSEMENT / PD	325682	10/11/16	1,620.00
CEB	LEGAL PUBLICATION/CITY ATTORNEY	325683	10/11/16	387.72
CLF WAREHOUSE	MOP#80331 AUTO PARTS / PW	325684	10/11/16	694.12
COUNTY OF SAN DIEGO	RCS OCTOBER 2016	325685	10/11/16	7,931.98
COX COMMUNICATIONS	COX BASIC SERVICES PD SEPTEMBER 2016	325686	10/11/16	514.76
DANIELS TIRE SERVICE	MOP#76986 TIRES	325687	10/11/16	729.19
DEESE, L	TRAVEL. REIMBURSEMENT/CITY MANAGER	325688	10/11/16	614.95
DIMENSION DATA	FS31 PHONE REPAIR	325689	10/11/16	210.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE & MAINTENANCE	325690	10/11/16	14,516.51
FEDEX	FEDEX SHIPMENT / CITY ATTORNEY	325691	10/11/16	26.29
FLYERS ENERGY LLC	VEHICLE SUPPLIES	325692	10/11/16	1,079.45
GOVCONNECTION INC	FORTINET SUPPORT / MIS	325693	10/11/16	861.34
GRAINGER	MOP#65179 BUILDING SUPPLIES	325694	10/11/16	946.67
GRANICUS INC	MONTHLY MANAGED SERVICES / OCTOBER 16	325695	10/11/16	1,702.35
GTC SYSTEMS INC	GTC TECH SERVICES SEPTEMBER 2016	325696	10/11/16	5,812.50
HUNTER'S NURSERY INC	MOP#45719 HORTICULTURAL ITEMS	325697	10/11/16	91.58
INNOVATIVE CONSTRUCTION	PLAZA AND 14TH ST. PROJECT	325698	10/11/16	57,795.50
IRON MOUNTAIN	RECORDS MANAGEMENT & DOCUMENT STORAGE	325699	10/11/16	169.17
JERAULDS CAR CARE CENTER	MOP#72449 AUTO PARTS / PW	325700	10/11/16	100.00
LA PRENSA SAN DIEGO	LEGAL ADVERTISING - NOTICE OF CANDIDATES	325701	10/11/16	84.00
LEFORTS SMALL ENGINE REPAIR	MOP#80702 AUTO PARTS / PW	325702	10/11/16	118.81
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	325703	10/11/16	1,456.79
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS / PW	325704	10/11/16	388.68
MILE OF CARS ASSOCIATION	LANDSCAPE MAINT DISTRICT 1 - 2016 GEN BENEFIT	325705	10/11/16	12,655.80
MORRISON, R	REIMB / DECORATIONS FOR STATE OF THE CITY	325706	10/11/16	713.79
MOSSY NISSAN	MOP#80703 AU	325707	10/11/16	191.73





**WARRANT REGISTER #15**  
**10/11/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NATIONAL CITY TROPHY	MOP 66556 ENGRAVING FOR TROPHY	325708	10/11/16	126.72
NGUOI VIET TODAY NEWS	LEGAL ADVERTISING - NOTICE OF CANDIDATES	325709	10/11/16	30.00
O'REILLY AUTO PARTS	MOP#75877 AUTO SUPPLIES	325710	10/11/16	375.17
ORKIN	PEST CONTROL SERVICES / PW	325711	10/11/16	268.09
PACIFIC TELEMAGEMENT SERVICE	PACIFIC TELEMAGEMENT SERVICES OCTOBER	325712	10/11/16	78.00
PARADISE CREEK HOUSING PARTNER	PARADISE CREEK/SEWER PROJECT	325713	10/11/16	18,015.00
PCS MOBILE	PCS MOBILE GPS RETROFIT	325714	10/11/16	12,753.00
PENSKE FORD	MOP#49078 AUTO PARTS	325715	10/11/16	746.80
TEYSSIER, P	REFUND OF C&D #99255	325716	10/11/16	161.00
PORAC LEGAL DEFENSE FUND	LEGAL DEFENSE FUND / PD	325717	10/11/16	148.50
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO SUPPLIES / PW	325718	10/11/16	15.44
PRO BUILD	MOP#45707 SUPPLIES / PW	325719	10/11/16	1,578.89
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	325720	10/11/16	546.39
RANDALL LAMB ASSOCIATES INC	N.C. FACILITIES MAINT. SUPPORT PROJECT	325721	10/11/16	1,500.00
RELY ENVIRONMENTAL	NATIONAL CITY PUBLIC YARD PROJECT	325722	10/11/16	805.50
RON TURLEY ASSOCIATES INC	RTA SOFTWARE SUPPORT	325723	10/11/16	1,650.00
S & J BUILDERS & RESTORATION	REPAIRS TO WROUGHT IRON GATE	325724	10/11/16	432.00
S & S WELDING	SPECIAL TRAF GRATE / PW	325725	10/11/16	468.70
S D COUNTY SHERIFF'S DEPT	RANGE USE / PD	325726	10/11/16	200.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO SERVICE / PW	325727	10/11/16	45.00
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO PARTS / PW	325728	10/11/16	105.68
SAN DIEGO PET SUPPLY	MOP 45753 K9 EXPENSES / PD	325729	10/11/16	363.52
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	325730	10/11/16	691.12
SCST INC	EL TOYON & KIMBALL PARK PROJECT	325731	10/11/16	11,796.00
SEWARD, G	ADV SUBSISTENCE FOR CATO CONFERENCE	325732	10/11/16	424.80
SHERWIN WILLIAMS	PAINT SUPPLIES / PW	325733	10/11/16	1,394.78
SMART & FINAL	MOP 45756 USE OF FORCE SUPPLIES	325734	10/11/16	234.16
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 OFFICE SUPPLIES/CIT ATTORNEY	325735	10/11/16	74.12
SPEEDPRO IMAGING	GRAPHICS FOR CITY VEHICLES	325736	10/11/16	700.20
SPOK INC	PAGING SERVICES / SEPTEMBER 2016	325737	10/11/16	655.49
SPRINGER, K	MEAL REIMB / TASER COURSE / PD	325738	10/11/16	60.91
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/PD	325739	10/11/16	1,237.30
SULLIVAN, C	ADV SUBSISTENCE / CATO CONFERENCE / PD	325740	10/11/16	424.80
TERRA BELLA NURSERY INC	LANDSCAPE SUPPLIES	325741	10/11/16	296.18
THE HOME DEPOT CREDIT SERVICES	BETTER 4 X 3/8 IN KNIT MINI 6PK / NSD	325742	10/11/16	167.86
THOMSON REUTERS WEST	ONLINE LEGAL RESEARCH / SEPT 2016	325743	10/11/16	809.85
TNG SECURITY INC	MOP#45754 KEYS / PW	325744	10/11/16	42.52
TRITECH SOFTWARE SYSTEMS	TRITECH SOFTWARE SUPPORT	325745	10/11/16	10,200.00
U S BANK	CREDIT CARD EXPENSES/CITY ATTORNEY	325746	10/11/16	1,560.70
U S BANK	CREDIT CARD EXPENSES / CITY MGR	325747	10/11/16	943.91
US BANK	CREDIT CARD EXPENSE / PD	325748	10/11/16	4,953.81
VERIZON WIRELESS	VERIZON WIRELESS SEPTEMBER 2016	325749	10/11/16	11,439.37
VISION INTERNET PROVIDERS	VISION INTERNET INVOICE	325750	10/11/16	7,806.00
VISTA PAINT	MOP#80622 PAINT SUPPLIES	325751	10/11/16	2,863.60
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / PW	325752	10/11/16	439.89
WEST PAYMENT CENTER	WEST INFORMATION CHARGES	325753	10/11/16	482.96
WEST PAYMENT CENTER	LEGAL PUBLICATIONS/CITY ATTORNEY	325754	10/11/16	158.05
WESTFLEX INDUSTRIAL	MOP#63850 PIPE SUPPLIES	325755	10/11/16	348.90
WHILLOCK CONTRACTING	LAMBS PLAY H	325756	10/11/16	4,918.60





**WARRANT REGISTER #15**  
**10/11/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WILLY'S ELECTRONIC SUPPLY	MOP#45763 ELECTRICAL SUPPLIES	325757	10/11/16	379.00
FARINGHY, A	MEDIC FEES REIMBURSEMENT / FD	325758	10/11/16	217.00
FITNESS DIRECT	DUMBBELLS / FIRE	325759	10/11/16	54.38
INTERNATIONAL CODE COUNCIL	REGISTRATION: BLDG.	325760	10/11/16	200.00
PARRA, F	TRAVEL EXPENSE REIMB / FD	325761	10/11/16	240.10
RIVERA, V	TRAVEL EXPENSE REIMB / FD	325762	10/11/16	167.29
SANCHEZ, E	TRAVEL EXPENSE REIMB / FD	325763	10/11/16	885.70
U S BANK	CREDIT CARD EXPENSES / FIRE	325764	10/11/16	6,655.71
			<b>A/P Total</b>	<b>251,307.73</b>
<b>WIRED PAYMENTS</b>				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 09/13/16 - 09/26/16	10052016	10/5/16	410,286.14
<b>PAYROLL</b>				
Pay period	Start Date	End Date	Check Date	
21	9/27/2016	10/10/2016	10/19/2016	1,017,098.69
		<b>GRAND TOTAL</b>		<b><u>\$1,678,692.56</u></b>

## Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### FINANCE COMMITTEE

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
JERRY CANO, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15<sup>th</sup> OF NOVEMBER, 2016.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #16 for the period of 10/12/16 through 10/18/16 in the amount of \$1,044,386.75.  
(Finance)







**WARRANT REGISTER #16**  
**10/18/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	SAFETY BOOTS / NSD	325765	10/18/16	1,178.09
ADAMSON POLICE PRODUCTS	SCA SUMMIT LEVEL IIIA BALLISTIC VEST / PD	325766	10/18/16	790.26
AETNA RESOURCES FOR LIVING	EMPLOYEE ASSISTANCE PROGRAM/OCTOBER	325767	10/18/16	801.92
BAVENCOFF JR, D	ADV SUBS / POST MANAGEMENT COURSE / PD	325768	10/18/16	703.13
BEST BEST & KRIEGER ATTNY LAW	PROFESSIONAL SERVICES PROVIDED	325769	10/18/16	587.10
BLACKIE'S TROPHIES AND AWARDS	MOP 67727 METAL NAME TAG/PD	325770	10/18/16	98.28
BOOT WORLD	MOP# 64096. SAFETY BOOTS / NSD	325771	10/18/16	222.18
C A P F	FIRE LTD / OCT 2016	325772	10/18/16	760.50
CALIFORNIA LAW ENFORCEMENT	PD LTD / OCT 2016	325773	10/18/16	2,082.50
CLAIMS MANAGEMENT ASSOCIATES	RISK MONTHLY SERVICES/SEPTEMBER 2016	325774	10/18/16	7,290.00
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF CHEMICAL POOL SUPPLIES / PW	325775	10/18/16	1,763.36
COX COMMUNICATIONS	COX DATA SERVICES FOR FY17	325776	10/18/16	70.75
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	325777	10/18/16	2,339.39
DELTA DENTAL	DENTAL INS PREMIER / OCT 2016	325778	10/18/16	15,679.26
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / OCT 2016	325779	10/18/16	2,872.32
DEPARTMENT OF JUSTICE	NEW HIRE BACKGROUND CHECKS	325780	10/18/16	388.00
DOCUFLOW SOLUTIONS INC	ANNUAL TW MAINTENANCE	325781	10/18/16	65.00
FEDEX	PLAZA BLVD. WIDENING PROJECT	325782	10/18/16	36.31
GARCIA, B	EDUCATION REIMBURSEMENT	325783	10/18/16	250.00
HEALTH NET	FULL NETWORK 57135A / OCT 2016	325784	10/18/16	5,334.29
HEALTH NET	INSURANCE N5992A / OCT 2016	325785	10/18/16	3,749.79
HEALTH NET	INS N5992F / OCT 2016	325786	10/18/16	651.54
HEALTH NET INC	INS R1192A / OCT 2016	325787	10/18/16	72,555.25
IAS BUILDERS	REFUND OF FEES - BLDG	325788	10/18/16	117.00
KAISER FOUNDATION HEALTH PLANS	KAISER INS ACTIVE - OCT 2016	325789	10/18/16	183,154.50
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREES INS - OCT 2016	325790	10/18/16	21,209.57
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS - OCT 2016	325791	10/18/16	7,572.29
KAISER FOUNDATION HEALTH PLANS	HD H S A INS - OCT 2016	325792	10/18/16	5,178.66
KONICA MINOLTA	COPIER EQUIPMENT LEASE	325793	10/18/16	8,752.04
LUTH AND TURLEY INC.	LIABILITY CLAIM COSTS	325794	10/18/16	8,691.86
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	325795	10/18/16	1,953.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	325796	10/18/16	1,238.40
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	325797	10/18/16	225.77
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	325798	10/18/16	35.00
CAMANO, N	REFUND OF FEES - BLDG	325799	10/18/16	167.00
NITV FEDERAL SERVICES LLC	CVSA TRADE-IN OF 2007 DELL MODELS / PD	325800	10/18/16	9,870.95
NOWDOCS INTERNATIONAL INC	W2 FORMS W/BACKER & W2 ENVELOPES	325801	10/18/16	259.01
FAMANIA, O	REFUND OF FEES - BLDG	325802	10/18/16	100.00
PRUDENTIAL OVERALL SUPPLY	MOP# 45742. LAUNDRY SERVICE/ NSD	325803	10/18/16	52.16
RIVERSIDE COUNTY SHERIFF DEPT	BACKGROUND INVESTIGATIONS TUITION	325804	10/18/16	394.00
SAFRAN MORPHOTRUST	NEW HIRE BACKGROUND CHECKS	325805	10/18/16	20.00
SAINT MARY'S CHURCH	REFUND OF FEES - FIRE	325806	10/18/16	200.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CONT PROFESSIONAL TRAINING/CAMACHO	325807	10/18/16	32.20
SASI	MONTHLY TRUST / OCT - DEC 2016	325808	10/18/16	30.00
SDG&E	STREETS DIVISION GAS & ELECTRIC CHARGES	325809	10/18/16	74,590.96
SHEPHARD, S	ADVANCE SUBSISTENCE FOR SLI- SESSION 2	325810	10/18/16	384.00
SHRED IT USA	SHREDDING SERVICES / PD	325811	10/18/16	415.10
SMART SOURCE OF CALIFORNIA LLC	MOP #63845/OFFICE SUPPLIES/HR	325812	10/18/16	197.89
SMITH, B	EDUCATION RE	325813	10/18/16	150.00

**WARRANT REGISTER #16****10/18/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOLAR CITY CORPORATION	REFUND OF FEES - BLDG	325814	10/18/16	78.00
SOUTH BAY MOTORSPORTS	R & M CITY VEHICLES AS NEEDED FOR FY	325815	10/18/16	509.49
SPRINGER, K	EDUCATIONAL REIMBURSEMENT	325816	10/18/16	59.00
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES	325817	10/18/16	369.49
STAPLES BUSINESS ADVANTAGE	MOP 45704 POLICE OFFICE SUPPLIES	325818	10/18/16	1,321.83
STILES, J	EDUCATION REIMBURSEMENT	325819	10/18/16	250.00
SUPERIOR READY MIX	TACK OIL, 3/8 SHEET AND COLD MIX	325820	10/18/16	3,812.49
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL FY 2017	325821	10/18/16	8,565.20
SWEETWATER AUTHORITY	PLAZA BLVD./14TH ST. PROJECT	325822	10/18/16	121.26
THE COUNSELING TEAM	MONTHLY SERVICE FEE/THE COUNSELING TEAM	325823	10/18/16	800.00
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / OCT 2016	325824	10/18/16	9,701.62
TUFF PRODUCTS	LEATHER GEAR & RADIO HOLDERS / PD	325825	10/18/16	453.60
U S BANK	MONTHLY CREDIT CARD STATEMENT - SEPTEMBER	325826	10/18/16	190.00
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL	325827	10/18/16	175.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2017	325828	10/18/16	382.50
UNITED PARCEL SERVICE	UPS CHARGES / FINANCE	325829	10/18/16	13.00
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS / PW	325830	10/18/16	1,063.12
VERIZON WIRELESS	VERIZON CELLULAR SERVICE	325831	10/18/16	714.72
VISION SERVICE PLAN	VISION SERVICE PLAN (CA) / SEPT 2016	325832	10/18/16	530.85
VISTA PAINT	MOP# 68834. PAINT SUPPLIES / NSD	325833	10/18/16	620.63
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	325834	10/18/16	2,761.64
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRONIC / PD	325835	10/18/16	97.41
<b>A/P Total</b>				<b>477,851.43</b>
<b>WIRED PAYMENTS</b>				
CITY NATIONAL BANK	LEASE PAYMENT #26 ENERGY PROJECT	695655	10/18/16	43,101.10
BANC OF AMERICA	NCJPFA LEASE REVENUE REFUNDING	721908	10/13/16	489,475.00
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET SEPTEMBER 2016	730743	10/12/16	24,335.06
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE OCT 2016	819737	10/14/16	418.00
<b>SECTION 8 HAPS PAYMENTS</b>	<b>Start Date</b> 10/12/2016	<b>End Date</b> 10/18/2016		<b>9,206.16</b>
<b>GRAND TOTAL</b>				<b><u>\$1,044,386.75</u></b>



## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
JERRY CANO, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15<sup>th</sup> OF NOVEMBER, 2016.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City, adopting Appendix J of the 2016 California Building Code, amending certain sections of Appendix J and amending Chapter 15.70 (Grading) of the National City Municipal Code. (Engineering/Public



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

An Ordinance of the City Council of the City of National City, adopting Appendix J of the 2016 California Building Code, amending certain sections of Appendix J and amending Chapter 15.70 (Grading) of the National City Municipal Code.

**PREPARED BY:** Jose Lopez

**PHONE:** 619-336-4312

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Introduce Ordinance

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/ summary of changes
2. Proposed Ordinance

The California Health and Safety Code section 17922 requires that each jurisdiction in the state adopt the most recent edition of the California Building Standards Code within 180 days of publication. If it is not adopted by a jurisdiction, it has the force of law 180 days after publication. When adopting the California Building Standards Code a jurisdiction may establish more restrictive standards reasonably necessary based on climatic, geologic or topographic conditions.

Appendix J of the 2016 California Building Standards Code pertains to grading. Staff conducted a review of Appendix J of the 2016 California Building Standards Code and Chapter 15.70, Grading of the National City Municipal Code (NCMC). Staff recommends the following changes since National City has maintained more restrictive standards than the State based on our local conditions.

The changes include:

- Updating all references to the 2013 California Building Code to reference the 2016 California Building Code;

Upcoming actions will be to hold a public hearing and Final Adoption of the Ordinance, currently scheduled for the City Council Meeting on December 6, 2016.

**[More changes to follow]**

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the establishment of an appropriation in the amount of \$184,881.61 and waiving the bid process pursuant to National City Municipal Code Section 2.60.260 to purchase a 2016 Ford F-550

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the establishment of an appropriation in the amount of \$184,881.61 and waiving the bid process pursuant to National City Municipal Code Section 2.60.260 to purchase a 2016 Ford F-550 Type #6 Patrol Pumper as part of the Squad Pilot Program for the National City Fire Department. (Fire)

**PREPARED BY:** Frank Parra

**PHONE:** 619-336-4551

**EXPLANATION:**

See Staff Report.

**DEPARTMENT:**

**APPROVED BY:** 

**FINANCIAL STATEMENT:**

**APPROVED:** 

**Finance**

**ACCOUNT NO.** Ex. 644-412-125-519-0000 Fire Fighting Apparatus

**APPROVED:**

**MIS**

Ten (10) annual lease payments back to the General Fund will include both the repayment for the vehicle and the future replacement value. The payments will be included in subsequent budget years.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Approve the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Staff Report
2. Resolution 2016-145
3. Proposal for Furnishing Fire Apparatus - 2016 Ford F-550 Type #6 Patrol Pumper
4. City of Riverside Bid and Purchase Order
5. Resolution



## STAFF REPORT

### Squad Vehicle Purchase

Per Resolution 2016-145, the City Council authorized the development and implementation of a 1-year Squad Pilot Program designed to enhance public safety and efficiency of the National City Fire Department. The Squad Pilot Program will consist of a medium-duty response vehicle housed at a satellite station at El Toyon Park that would be staffed 24 hours a day, 7 days a week, by a two person crew. As allowed by *National City Municipal Code Section 2.60.260 - Cooperative purchasing*, the purchase of the squad vehicle can be made as a result of competitive bids solicited by the City of Riverside, where Firematic Manufacturing, was determined to be the lowest responsive, responsible bidder, and was awarded their bid for a 2016 Ford F550 Type #6 Patrol Pumper.

Firematic Manufacturing is pleased to offer the City of National City the opportunity to take advantage of this competitive bid price. The City of Riverside's specification did not include modifications required by the City of National City. Their award was made for \$145,315.00 unit price. Due to several factors such as a 3% price increase per year over the past two years, the chassis is more expensive for a 2016 than a 2014 model when the bid was first awarded, the cab needs to be painted to match the current fleet, changed the steel wheels to polished aluminum to match the current fleet, and added running boards for better ergonomics for the crew, National City's cost will be \$169,141.00 (\$184,881.61 with sales tax, performance bond, and California tire fee).

The City of Riverside's bid fully complies with *National City Municipal Code Section 2.60.260 - Cooperative purchasing*. Additional market research has been conducted to consider current pricing, other brands, other purchasing options, and it is in the City's best interest to take advantage of this opportunity.

Ten (10) annual lease payments back to the General Fund will include both the repayment for the vehicle and the future replacement value. The payments will be included in subsequent budget years.

Accordingly, staff recommends the establishment of an appropriation in the amount of \$184,881.61, waive the bid process as allowed by *National City Municipal Code Section 2.60.260*, and authorize the purchase of a 2016 Ford F-550 Type #6 Patrol Pumper for the National City Fire Department.

#### **2.60.260 - Cooperative purchasing.**

The purchasing agent shall have authority to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the city. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the city's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the city had not initially joined with that public agency in the cooperative purchase.

(Ord. 2262 § 1 (part), 2005)

RESOLUTION NO. 2016 – 145

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE DEVELOPMENT AND IMPLEMENTATION OF  
A ONE-YEAR SQUAD PILOT PROGRAM DESIGNED TO ENHANCE  
PUBLIC SAFETY AND THE EFFICIENCY OF THE FIRE DEPARTMENT,  
AND TO EVALUATE THE EFFECTIVENESS OF AN ALTERNATIVE  
SERVICE DELIVERY MODEL

WHEREAS, In 2009, the City of National City retained the services of Citygate Associates, LLC, to conduct a Fire Service Standards of Response Coverage Deployment Study to provide recommendations for emergency service delivery improvements; and

WHEREAS, one of the primary findings of this study identified a coverage gap in the northeast section of National City and recommended adding a 3<sup>rd</sup> Fire Station to this affected area; and

WHEREAS, emergency services are currently provided to these residents by National City Fire Department and by units from the City of San Diego Fire Rescue Department, which are amongst the busiest in their Department and cannot be relied upon to be available when needed, resulting in extended response times for our residents; and

WHEREAS, in 2015, National City's average response times for medical emergencies to the affected neighborhoods in the northeast section of the city exceeded the national standard specified in National Fire Protection Association Code and Standards; and

WHEREAS, with the cooperation of the National City Firefighters' Association (NCFFA), staff developed the concept of a one-year Squad Pilot Program, which is a proven service delivery model nationwide currently implemented throughout California where the Program has shown a noticeable decrease in response times, thereby improving overall service delivery; and

WHEREAS, the Squad Pilot Program will consist of a medium-duty response vehicle housed at a satellite station within the northeast section of National City that would be staffed twenty-four hours a day, seven days a week, by a two person crew; and

WHEREAS, this unit will be designed to provide advanced life support, limited fire suppression, incident command, and ancillary support functions during larger emergencies providing an enhanced response capability to aid the residents of National City.

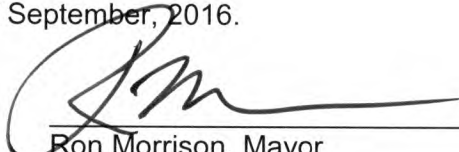
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the development and execution of a Squad Pilot Program designed to enhance public safety and the efficiency of the National City Fire Department by implementing and evaluating the effectiveness of an alternate service delivery model, including the following:

- A. Completion of the meet and confer process through which the specific terms of the one year pilot and evaluation of said pilot will be negotiated.
- B. Development and issuance of all necessary bid documents including but not limited to site preparation, and structure and vehicle purchases.

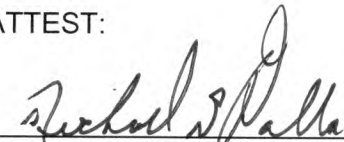
C. The appropriation of funds for:

1. Facility: Lease a mobile home (\$250,000 inclusive of site improvements)
2. Vehicle: Purchase a medium duty truck (\$163,435)
3. Staffing: Restructuring the Fire Department staffing to support a Squad by the use of fund balance (\$150,000)
4. Furnishings: Purchase necessary furnishings for a Squad response station by the use of fund balance (\$14,000)
5. Equipment: Purchase necessary equipment for a Squad through a public safety grant (\$25,000)

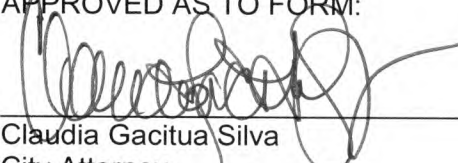
PASSED and ADOPTED this 20<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

  
\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

Passed and adopted by the Council of the City of National City, California, on September 20, 2016 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios.

Nays: None.

Absent: Councilmember Sotelo-Solis.

Abstain: None.

AUTHENTICATED BY: RON MORRISON  
Mayor of the City of National City, California



Michael A. Peltz  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2016-145 of the City of National City, California, passed and adopted by the Council of said City on September 20, 2016.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy



## PROPOSAL FOR FURNISHING FIRE APPARATUS

October 15, 2016

**National City Fire Department**  
343 E 16th Street  
National City, CA. 91950

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Firematic Manufacturing, at its corporate office in East Yaphank, New York, the apparatus and equipment herein named and for the following prices:

	Each	Extension
<b>One ( 1 ) FIREMATIC 2016 Ford F550 Type #6 Patrol Pumper as per enclosed as per the enclosed purchase contract from Riverside City Fire Department</b>	\$ 145,315.00	\$ 145,315.00
Changes to Customer Specifications	\$ 23,826.00	\$ 23,826.00
<b>Customers price after changes per specification</b>	<b>\$ 169,141.00</b>	<b>\$ 169,141.00</b>
Sales Tax @ 9.000%	\$ 15,222.69	\$ 15,222.69
Performance Bond	\$ 507.42	\$ 507.42
California Tire Fee	\$ 10.50	\$ 10.50
<b>TOTAL PURCHASE PRICE</b>	<b>\$ 184,881.61</b>	<b>\$ 184,881.61</b>

**PLEASE NOTE THE FOLLOWING ABOUT THIS QUOTATION:**

Payment options are available and are included under separate cover. One of these options may save your department a significant amount of money!

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about **180** **CALENDAR DAYS** after receipt of this order and the acceptance thereof at our office in E. Yaphank, New York, and to be delivered to you at **National City CA.**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

Respectfully Submitted,

**Firematic Manufacturing**

Tim Olley  
Sales Representative



CITY OF RIVERSIDE  
FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR BIDS

BID NO. 7302

DUE: Before 11:00 A.M. on

DATE: JAN. 6, 2015

**FORD F550 CHASIS RESCUE SQUAD**

**(ELECTRONIC BID)**

**BID BOND OR CASHIERS CHECK  
IS NOT REQUIRED WITH THIS BID**

**IN ORDER FOR BID PROPOSALS TO BE CONSIDERED FOR AWARD, BIDDER'S NAME MUST APPEAR IN THE "PROSPECTIVE BIDDERS' LIST" ON LINE. (See the City of Riverside Website for more information regarding the Active Bidder on-line bidder's list.)**

**BIDS NOT SUBMITTED PRIOR TO THE HOUR INDICATED WILL BE REJECTED**

Proposals not received in the automated system **prior to the hour and the date** set forth in the Notice Inviting Bids, shall be declared late and will be rejected. The bidder shall have sole responsibility for its timely electronic entry.

**BID No. 7302**  
**CITY OF RIVERSIDE**  
**NOTICE INVITING BIDS**

**PFORD F550 CHASIS RESCUE SQUAD**

**(ELECTRONIC BID)**

**Bid Due: JANUARY 6, 2015 Before 11:00 am**

Bidding: Enter electronically your proposals *prior* to the hour indicated. Do not fax or mail your bid. Bid results will be available for on-line viewing soon thereafter.

**NOTE:** If not already registered, vendors must register at the following website in order to download plans, specifications, and prospective bidders' list and to receive addendums and notifications when issued. **In order for bid proposals to be considered for award, bidder's name must appear in the on-line "Prospective Bidders' List.** <http://www.activebidder.com>

Bid prices shall be firm for 60 days from date of proposal opening to permit staff evaluation and Council award. Upon award, prices quoted will be in effect for the period of the repairs.

The City Council reserves the right to waive any irregularities or informalities and further reserves the right to reject any or all bids.

ART TORRES, C.P.M.  
Purchasing Services Manager  
December 16, 2014



**CITY OF RIVERSIDE**  
**FINANCE/PURCHASING DIVISION**  
3900 Main Street, Riverside, CA 92522  
**INSTRUCTIONS AND CONDITIONS**

**IMPORTANT**  
**IN ORDER FOR BID PROPOSALS TO  
BE CONSIDERED FOR AWARD,  
BIDDER'S NAME MUST APPEAR IN  
THE "PROSPECTIVE BIDDERS' LIST"  
ON LINE.**

**BIDS NOT RECEIVED BY THE HOUR  
INDICATED WILL BE REJECTED.**

RFP No: 7302  
Due: January 6, 2015  
Hour: Before 11:00 am  
Project Desc: FORD F550 CHASIS RESCUE SQUAD

1. Bids may be rejected unless prices are submitted electronically for the exact item(s) in the Bid specifications. Failure to enter legitimate prices, or any prices, may be cause for Bid rejection.
2. The City of Riverside, Purchasing Division, will not be required to honor any explanation or change in the bid documents unless an electronic addendum has been issued. Any exceptions taken by the bidder must be explained in a letter which is submitted as an attachment to the bid.
3. Prices must be clearly printed. Corrections may be made, and must be initialed by the person submitting the bid. Bids must identify the Vendor name, responsible officer or employee.
4. Submission of a bid shall be evidence that the Vendor is ready to perform the requirements in the bid, and that the City account can be established without credit applications or other similar documents. The City's terms are NET/30 days, payments are made by Electronic Funds Transfer.
5. If for any reason you do not wish to bid on these specifications, you may enter a "No-Bid" and please state your reason for not bidding at this time.
6. The City Council of The City of Riverside reserves the right to reject any and all proposals and to waive any informality related thereto. The City also reserves the right to reject the bid of a bidder who was recently cancelled from, or failed to satisfactorily perform, a contract of a similar nature.
7. It is the intention of the City to make an award based on the information in the bid. However, the City reserves the right to increase or decrease quantities, or remove items before the award, to remain within the limitations of approved funds. The apparent low Bidder will be notified if such adjustments are deemed necessary.
8. You may call us at (951) 826-5561 for bid results, or you can access our Web Site at [www.riversideca.gov](http://www.riversideca.gov) to view the bid results. However, the City may take a few days after the opening to complete our tabulations and confirm the bid award.
9. Minor exceptions might be waived, but each exception must be indicated clearly in a letter submitted as an attachment to the bid.
10. Prices quoted by the Bidder shall be **exclusive of Federal Excise taxes** pursuant to exemption of political subdivisions of a State by Federal Law.
11. Prices quoted by the Bidder shall mean total cost to the City, F.O.B. delivered to Riverside.
12. The City of Riverside City Council has adopted a local 5% bid preference for those bidders whose business location is located within City limits. This preference may be applied during the evaluation of the bid responses.

ART TORRES, C.P.M.  
Purchasing Services Manager

\*\*\*\* CITY OF RIVERSIDE TRANSMISSION COVER SHEET \*\*\*\*

To: SOUTH COAST FIRE EQUIPMENT  
AHAULDREN@riversideca.gov

Date: 11/25/14

From: Art Torres

Fax ID: RPEG0002

Subject: PO # 152652\_141125

---

Please acknowledge PO # 152652 and the terms and conditions by signing the bottom of the following purchase order and fax or email it back to the City of Riverside.

Fax (951) 826-2368 or Email: [purchaseorders@riversideca.gov](mailto:purchaseorders@riversideca.gov)

Thank You

Art Torres



This cover letter has been automatically delivered to you from,  
the City of Riverside, Ca. Purchasing Department

## CHANGE ORDER # 1



## City of Riverside

FINANCE DEPARTMENT - PURCHASING DIVISION  
3900 MAIN STREET, CITY HALL  
RIVERSIDE, CA 92522  
951-828-5581  
FAX 951-828-5878

City of Arts &amp; Innovation

## PURCHASE ORDER NO.

152652

TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON  
ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

DATE: 11/20/14

BUYER: Art Torres

**VENDOR:** SOUTH COAST FIRE EQUIPMENT  
2020 S. BAKER AVE  
ONTARIO, CA 91761

**SHIP & BILL TO:** CITY OF RIVERSIDE  
FIRE - ADMINISTRATION  
3401 UNIVERSITY AVE  
RIVERSIDE, CA 92501

ATTN: B/C TONY PERNA

Req. #	Vendor #	Ship Via	Freight Terms	FOB
R097534	0014046			
Purch Loc	Source of Quote	Confirmed To	Payment Terms	Del Date
S35000	RFP 1472		30	

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		C/O TO CORRECT VENDOR ADDRESS		
1	EA	PIERCE FORD F450 TYPE #6 PATROL PUMPER, AS PER ENCLOSED PROPOSAL FOR DELIVERY SUM, WHICH INCLUDES OPTION PACKAGE. THE VEHICLE SHOULD MEET THE SPECIFICATIONS OF THE CITY OF RIVERSIDE FIRE DEPARTMENT, ON THE PROVIDED LIST OF SPECIFICATIONS.	145,315.00	145,315.00
1	EA	CALIFORNIA TIRE FEE	10.50	10.50
1	EA	PERFORMANCE BOND	435.95	435.95
		Tax		11,625.20
		BID DATE 10/07/14 CITY COUNCIL APPROVAL 10/28/14		
9885500 462100 9885500885 46210000 157,386.65			<b>TOTAL</b>	<b>157,386.65</b>

CITY MANAGER (IF REQUIRED)	FINANCE DIRECTOR (IF REQUIRED)	PURCHASING SERVICES MANAGER
BY	BY	BY
VENDOR ACKNOWLEDGMENT	RECEIVED (IN FULL OR AS NOTED)	APPROVED FOR PAYMENT
DATE	DATE	DATE
BY <i>Kim M. Shull</i>	BY	BY
11/25/14		

VENDOR - COPY



City of Riverside  
Purchasing Division  
3800 Main Street  
Riverside, CA 92522  
951.826.6561 Telephone  
951.826.6878 Fax

**TERMS AND CONDITIONS FOR PURCHASE ORDERS  
(FOR GOODS, COMMODITIES, AND SERVICES)**

1. **PURCHASE OF GOODS & SERVICES.** City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") and to provide the services related to the installation or delivery of such goods ("Services") set forth in (i) the City's Notice Inviting Bids or other written solicitation of bids by the Purchasing Agent ("City's Bid Documents") and (ii) Vendor's Bid in response thereto ("Vendor's Bid"). The City's Bid Documents and the Vendor's Bid shall be referred to collectively as the "Bid Documents." The Goods shall be in compliance with all of the standards and specifications set forth in the Bid Documents, and the Services shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent shall be as follows: (i) specifications set forth in this Purchase Order; (ii) City's Bid Documents; and (iii) Vendor's Bid. There shall be no substitution of Goods or Services, without the prior written authorization of the Purchasing Agent.
2. **DELIVERY DATE.** The Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship/Bill To" and Services must be provided by the Vendor by the request date specified therein ("Required Delivery Date"). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Order and the City may cancel any Goods not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised schedule.
3. **PURCHASE PRICE.** The purchase price for the Goods and Services shall be the amount set forth in this Purchase Order. Vendor represents that the prices quoted to or paid by the City will not exceed current prices charged to any other customer by the Vendor on the Execution Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration, and the Vendor will forthwith refund any amounts paid by the City in excess of the price.
4. **CANCELLATION.** The City reserves the right to cancel any portion of this Purchase Order at any time prior to the delivery of Goods and Services.
5. **DELIVERY RISK OF LOSS.** All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods must remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Services that do not conform to the terms and conditions of this Bid Documents. Any Goods and Services rejected may be returned to the Vendor at the Vendor's risk and expense.
6. **INVOICES.** An invoice must be mailed to the City at the address specified in the Purchase Order as "Bill To" no later than the 5th day after shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of Goods and Services, unit price, quantities billed, extended totals, and applicable taxes as set forth Section 9 of this Purchase Order.
7. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages and shipping orders. Packing lists specifying the quantity, description, and Purchase Order Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

8. **PUBLIC WORKS.** Public Works shall be performed in accordance with the provisions of the 2006 Standard Specifications for Public Works Construction, or as it may be amended by subsequent editions.

9. **TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods and Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in the Purchase Order, the purchase price will be considered to include state and city sales or use tax.

10. **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Services and must *not* be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

11. **CHANGES.** The City has the right, by written notice, to change the quantity or specifications of the Goods and Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the City as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedules.

12. **BUSINESS LICENSE.** The Vendor must obtain a City business license, unless the Vendor qualifies for an exemption.

13. **INDEMNITY.** Except as to the sole negligence, active negligence or willful misconduct of the City, Vendor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with the Goods and Services provided pursuant this Purchase Order and/or the performance of work, activities, operations or duties of Vendor, or anyone employed by or working under Vendor, and from all claims by anyone employed by or working under Vendor for services rendered to Vendor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Vendor or of anyone employed by or working under Vendor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

14. **DUTY TO DEFEND.** Vendor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Goods and Services provided pursuant this Purchase Order; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent related to the Goods and (iv) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.





City of Riverside  
Purchasing Division  
3900 Main Street  
Riverside, CA 92522  
951.826.5561 Telephone  
951.826.5878 Fax

15. **INTERPRETATION.** The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.

16. **GOVERNING LAW; JURISDICTION.** This Purchase Order shall be construed in accordance with and governed by the laws of the State of California. The purchase of Goods shall take place in Riverside, California. For any dispute arising from this Purchase Order, the parties consent to jurisdiction and venue in either Riverside Superior Court or the United States District Court for the Central District of California.

17. **NONTRANSFERABILITY.** The Vendor may not transfer or assign this Purchase Order, without the prior written approval of the Purchasing Agent, which may be withheld in his/her sole discretion.

18. **DISCOUNTS.** The date used as the basis for discount calculation shall be computed from the date of receipt of invoice, Goods and Services, whichever is later.

19. **COMPLIANCE WITH APPLICABLE LAW.** Vendor agrees to comply with all applicable federal, state and local law in connection with the performance of this Purchase Order, including the payment of prevailing wage when required.

20. **INTEGRATION; AMENDMENT.** This Purchase Order represents the entire understanding of the City and the Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified except by Change Order or Addendum to Purchase Order.

21. **INSURANCE.** Subject to the discretion of the Purchasing Services Manager, Vendor may be required to provide, prior to the performance of Services required by this Purchase Order, the following minimum levels of insurance set forth in Exhibit 1, which is attached hereto and incorporated herein by reference.

#### **EXHIBIT 1 TO TERMS AND CONDITIONS OF PURCHASE ORDERS FOR GOODS AND SERVICES**

Prior to commencing work, the Vendor shall procure and maintain at Vendor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Vendor's bid.

Without in any way affecting the Indemnity provided, the Vendor shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

##### **A. Minimum Limits of Insurance.**

Vendor shall obtain insurance of the types and in the amounts described below:

- 1) **Commercial General Liability Insurance**  
Vendor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) **Business Auto Liability Insurance**  
Vendor shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- 3) **Workers' Compensation and Employer's Liability Insurance**  
Vendor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

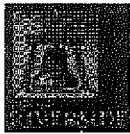
##### **B. Minimum Scope of Insurance.**

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City of Riverside. At the option of the City of Riverside, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Riverside, its officers, officials, employees, or volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City of Riverside guaranteeing payment of losses and related investigation, claim administration and defense expenses.

##### **D. Other Insurance Provisions.**

- (1) **General Liability and Vehicle Liability Coverages Only:**
  - (a) City of Riverside, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
  - (b) For any claims related to this project, the Vendor's insurance coverage shall be primary as respects the City of Riverside, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Riverside, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
- (2) **Workers' Compensation and Employer's Liability Coverages.**  
  
The insurer shall agree to waive all rights of subrogation against the City of Riverside, its officers, officials, employees, and volunteers for losses arising from activities and operations of Vendor in the performance of services under the contract.
- (3) **All Coverages:**
  - (a) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.
  - (b) If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Vendor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Vendor, City may deduct from sums due to the Vendor any premium costs advanced by the City for such insurance.



City of Riverside  
Purchasing Division  
3800 Main Street  
Riverside, CA 92522  
951.828.6581 Telephone  
951.828.5978 Fax

- E. Acceptability of Insurers.  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the City's Risk Manager.
- F. Verification of Coverage.  
Vendor shall furnish the City of Riverside with original certificates and amendatory endorsements affecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Riverside or on other than the City of Riverside's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Riverside before work commences. The City of Riverside reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- G. Subcontractors.  
Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – A Kimball Christmas hosted by the Community Services Division from December 15, 2016 thru December 18, 2016 from 5 p.m. to 8 p.m. at Kimball Park. This is a City sponsored event under Policy No. 804. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – A Kimball Christmas hosted by the Community Services Division from December 15, 2016 thru December 18, 2016 from 5 p.m. to 8 p.m. at Kimball Park. This is a City sponsored event under Policy No. 804.

**PREPARED BY:** Dionisia Trejo |

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** (619) 336-4255 |

**APPROVED BY:** 

**EXPLANATION:**

This is a request from the Community Services Division to conduct A Kimball Christmas event at Kimball Park from Thursday December 15, 2016 thru Sunday December 18, 2016. This event will include the tree lighting ceremony, photos with Santa Claus, local community vendors, a food court area, children's activities, and musical / dance performances. There will also be an ice skating rink from December 15, 2016 thru December 18, 2016. Daily ice skating rink hours will be from 4 p.m. to 10 p.m.

NOTE: This event is formerly known as Christmas on Brick Row.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ MIS

City fee of \$237.00 for processing the TUP through various City departments, \$1,013.65 for Public Works and \$579.28 for Police.

Total fees: \$ 1,829.93 |

**ENVIRONMENTAL REVIEW:**

N/A |

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. This is a City sponsored event under Policy No. 804. |

**BOARD / COMMISSION RECOMMENDATION:**

N/A |

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |



## EVENT INFORMATION

Type of Event:

- ☐ Public Concert  
☐ Parade  
☐ Motion Picture

- ☐ Fair  
☐ Demonstration  
☐ Grand Opening

- ☐ Festival  
☐ Circus  
☐ Other \_\_\_\_\_

- ☒ Community event  
☐ Block Party

Event Title: A Kimball Christmas (formerly known as Christmas on Brick Row)

Event Location: Kimball Park

Event Date(s): From 12/15/16 to 12/18/16

Actual Event Hours: 5 PM to 8 PM

Total Anticipated Attendance: 2000 ( \_\_\_\_\_ Participants X \_\_\_\_\_ Spectators)

Setup/assembly/construction Date: 12/15/16 Start time: 8 AM

Please describe the scope of your setup/assembly work (specific details): \_\_\_\_\_

For 12/15: Canopies, string lights, holiday decorations, tables & chairs, city stage for performances. For 12/15 - 12/18: ice skating rink.

Dismantle Date: 12/15/16 Completion Time: 10 PM (Ice rink dismantled 12/18/16 by 12 pm)

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

N/A

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Community Services Department

Chief Officer of Organization (Name): Leslie Deese

Applicant (Name): Audrey Denham

Address: 140 E. 12th St. National City, CA 91950

Daytime Phone: (619)336-4243 Evening Phone: N/A

Fax: N/A E-Mail: adenham@nationalcityca.gov

Contact Person "on site" day of the event: Audrey Denham Cellular: (619) 857-6352

**NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS**

## FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): N/A

\$ N/A Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ N/A Estimated Expenses for this event.

\$ N/A What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

## OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a DETAILED DESCRIPTION of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Main event (Thurs, 12/15/16): City stage & DJ for community performances, tree lighting ceremony,

Santa photos, children's activities, local community vendors, food and holiday vendors, food court

area & ice skating. The ice skating rink will be open for 4 days from Thurs, 12/15/16 to Sun, 12/18/16.

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: \_\_\_\_\_

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☒ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

Food, drinks & holiday gifts for sale

## OVERALL EVENT DESCRIPTION continued

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 11 Sizes 10x10  
NOTE: A separate Fire Department permit is required for tents or canopies.

☒ YES ☐ NO Will the event involve the use of the City or your stage or PA system?  
SPECIFY: City Stage with PA system.

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.  
☒ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: \_\_\_\_\_  
If you intend to cook food in the event area please specify the method:  
\_\_\_\_\_ GAS \_\_\_\_\_ ELECTRIC \_\_\_\_\_ CHARCOAL \_\_\_\_\_ OTHER (Specify): Various methods used

☒ Portable and/or Permanent Toilet Facilities  
Number of portable toilets: 3 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

☒ Tables # 20 and Chairs # 100  
☐ Fencing, barriers and/or barricades  
☒ Generator locations and/or source of electricity  
☒ Canopies or tent locations (include tent/canopy dimensions)  
☒ Booths, exhibits, displays or enclosures  
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures  
☒ Vehicles and/or trailers  
☐ Other related event components not covered above  
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 8 Trash containers with lids: \_\_\_\_\_

Describe your plan for clean-up and removal of waste and garbage during and after the event:  
Requesting PW to supply 8 trash cans & recycle bins to be placed throughout the event site.  
Event site and all trash will be cleaned by City staff and volunteers.

## SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

NCPD will be on site for event.

☒ YES ☐ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: TBD (After hours security for ice skating rink from Thurs-Sun)

Security Organization Address: \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

☒ YES ☐ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Existing park lighting, decorative holiday lighting, stage lighting, & lighting for booths.

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

NCFD and AMR will be on site.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

All areas are accessible.

## PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Existing Kimball Park parking lots and street parking.

Please describe your plan for DISABLED PARKING:

Existing dedicated handicap parking.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

N/A

**NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.**



## ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: 1 Number of Bands: TBD  
Type of Music: Holiday and variety

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate:  
Start time: 4 PM Finish Time 10 PM

☒ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate:  
Start time: \_\_\_\_\_ PM Finish Time \_\_\_\_\_ PM

Please describe the sound equipment that will be used for your event:  
City PA system. There will be amplified music Thurs, 12/15/16 to Sun 12/18/16 from 4-10pm.

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:  
Holiday decorations, decorative string lighting in the park,  
lighting from the city stage.

This map is not to scale.



**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DIVISION  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Community Services Division**  
EVENT: **A Kimball Christmas**  
DATE OF EVENT: **December 15, 2016 to December 18, 2016**  
TIME OF EVENT: **5 p.m. to 8 p.m.**

**APPROVALS:**

DEVELOPMENT SERVICES	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
COMMUNITY SERVICES	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>
RISK MANAGER	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>
PUBLIC WORKS	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
FINANCE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
FIRE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
POLICE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
CITY ATTORNEY	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>

**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES** (619) 336-4318

**PLANNING**

Speakers and lights to face away from residential areas. All activities to comply with Title 12 (Noise) of the Municipal Code.

**PUBLIC WORKS** (619)366-4580

**Parks Division**

- Park Staff will set up Standard stage day of event and break down after event.
- Set up cost during regular work hours \$ 248.40
- Break down rate is on overtime \$ 372.64

The total for the stage is \$ 621.04

**Facilities Division**

Custodians 2@ 2hrs. OT \$ 110.12

Tables & Chairs \$ 95.00

City Electrician 5hrs OT \$187.50

Total: \$ 392.61

## **FINANCE**

All Vendors will need a business license. All food vendors will need a Business License plus Health Permit.

## **POLICE**

The Police Department recommends two officers for four (4) hours each on an overtime basis for this event.

Two (2) Officers at cost of \$72.41 per hour / 8 total hours.

Total cost: \$579.28

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the application and determined that this is an event that is sponsored by the City of National City through the Community Services Department. As such there would be no need for additional insurance for this event.

## **FIRE**

AN INSPECTION SHALL BE DONE  
PRIOR TO START OF EVENT

---

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to Kimball Park to be maintained at all times.
- 2) Fire Department access into and through the festival areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Access shall be maintained to all Fire Hydrants, Fire Department Connections for Fire Sprinkler Systems, Standpipes, etc.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).



- 6) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 7) Internal combustion power sources (generator) shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from tents or canopies.
- 8) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. *Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking."*

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 – 200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 9) If concession stands are utilized for cooking, they shall have a minimum of 10 feet of clearance on two sides or be *Certified Flame Retardant*.
- 10) All cooking booths or areas to have one 2A:10BC fire extinguisher. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example.
- 11) What type of cooking if any will occur with vendors at event? Hot Coal containers must be available if using charcoal.
- 12) The Skating Rink Must Have an Occupancy Load, Contact the Building Department with all dimensions. The Occupancy Load shall be posted in a visible location.
- 13) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.



The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Honor Ride San Diego sponsored by Ride 2 Recovery on December 3, 2016 from 8:00 a.m. to 2:00 p.m. with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Temporary Use Permit – Honor Ride San Diego sponsored by Ride 2 Recovery on December 3, 2016 from 8:00 a.m. to 2:00 p.m. with no waiver of fees.

**PREPARED BY:** |Dionisia Trejo|

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** |619-336-4255|

**APPROVED BY:** 

**EXPLANATION:**

This is a request from the non-profit organization Ride 2 Recovery to conduct the "Honor Ride San Diego" through San Diego County on December 3, 2016. This will be the 1<sup>st</sup> Annual Honor Ride San Diego cycling event where active service members, injured veterans and the general public all get to ride together. The ride starts/finishes at the Waterfront Park in San Diego with sections of the course ride within National City.

OUTBOUND – The course begins at Waterfront Park at 7:30 a.m. heading south towards Pacific Highway and the harbor district. This bicycle ride will enter the City of National City at approximately 8:00 a.m. on Civic Center Drive, then proceeding south on Tidelands Avenue, turning left onto W 32<sup>nd</sup> Street entering on the Bayshore Bikeway on which riders will use until reaching Chula Vista jurisdiction. The bike ride will then continue through Chula Vista for approximately 5 miles; then loops back towards the Bayshore Bikeway through National City using the same route leading to a finish at Waterfront Park. Event course is mapped and listed.

NOTE: This is the first year this organization has requested a Temporary Use Permit to conduct the Honor Ride San Diego through National City.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

|City fee of \$237.00 for processing the TUP through various City departments.

|Total fees: \$237.00 |

**ENVIRONMENTAL REVIEW:**

|N/A|

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval.

**BOARD / COMMISSION RECOMMENDATION:**

|N/A|

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions of approval.





City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☐ Fair/Festival    ☐ Parade/March    ☐ Walk or Run    ☐ Concert/Performance  
☐ TUP    ☒ Sporting Event    ☐ Other (specify) \_\_\_\_\_

### Event Name & Location

Event Title Honor Ride San Diego

Event Location (list all sites being requested) Various streets (map and route sheet attached)

### Event Times

Set-Up Starts  
Date N/A Time \_\_\_\_\_ Day of Week \_\_\_\_\_

Event Starts  
Date 12/3/16 Time 8:00 am Day of Week Saturday

Event Ends  
Date 12/3/16 Time 2:00 pm Day of Week Saturday

Breakdown Ends  
Date N/A Time \_\_\_\_\_ Day of Week \_\_\_\_\_



### Applicant Information

Applicant (Your name) Jack Shepard Sponsoring Organization Ride 2 Recovery

Event Coordinator (if different from applicant) \_\_\_\_\_

Mailing Address 23679 Calabasas Rd # 420 Calabasas, CA 91302

Day Phone 845-532-3477 After Hours Phone 845-532-3477 Cell 845-532-3477 Fax \_\_\_\_\_

Public Information Phone \_\_\_\_\_ E-mail jacks@ride2recovery.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant:  Date 10/17/16

## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (\$):

---

---

\$ 40,000.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 20,000.00 Estimated Expenses for this event.

\$ 20,000.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

☒ First time event ☐ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Bicycle ride to benefit injured Veterans starting/finishing at Waterfront Park in San Diego, CA. Cyclists can choose  
from 20, 40, or 60 mile routes. Ride is followed by lunch and a festive atmosphere. Many recovering Veterans will be in  
attendance. Provides the public with an opportunity to meet, ride with, and show support for the men and women who  
served our country.

### Estimated Attendance

Anticipated # of Participants: 300 Anticipated # of Spectators: 50

### Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): \_\_\_\_\_

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

☒ Other (explain) Cyclists will be spread out and will follow the rules of the road

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

### Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: \_\_\_\_\_

Non-competitive bicycle ride - security not required

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ► Company \_\_\_\_\_

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

N/A

### Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► \_\_\_\_\_ (Dimensions)

Setting up canopies or tents?

\_\_\_\_\_ # of canopies size \_\_\_\_\_

\_\_\_\_\_ # of tents size \_\_\_\_\_

☒ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

\_\_\_\_\_ # of tables ☒ No tables being set up

\_\_\_\_\_ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables ☐ No tables being set up

\_\_\_\_\_ # of chairs ☐ No chairs being set up

Contractor Name \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number



**Setting up other equipment?**

☐ Sporting Equipment (explain) \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

☒ Not setting up any equipment listed above at event

**Having amplified sound and/or music?** Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ▶ Contractor Name \_\_\_\_\_

▶ \_\_\_\_\_  
Address City/State Phone Number

**Using lighting equipment at your event?** Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name \_\_\_\_\_

\_\_\_\_\_  
Address City/State Phone Number

**Using electrical power?** Yes ☐ No ☒

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

**Vendor Information**

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

**Having food and non-alcoholic beverages at your event?** Yes ☐ No ☒

☐ Vendors preparing food on-site ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

If yes, please describe how food will be served and/or prepared: \_\_\_\_\_

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): \_\_\_\_\_

☐ Vendors bringing pre-packaged food ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # \_\_\_\_\_

☐ Vendors selling food # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

☐ Vendors selling merchandise # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

- ☐ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_
- ▶ Explain services \_\_\_\_\_
- ☐ Vendors passing out information only (no business license needed) # \_\_\_\_\_
- ▶ Explain type(s) of information \_\_\_\_\_
- ☒ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # \_\_\_\_\_ ☐ Rock climbing wall Height \_\_\_\_\_
- ☐ Inflatable bouncer slide # \_\_\_\_\_ ☐ Arts & crafts (i.e., craft making, face painting, etc.)
- ☐ Other \_\_\_\_\_

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # \_\_\_\_\_
- Dimensions \_\_\_\_\_ Duration \_\_\_\_\_
- Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/\$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00.

Arranging for media coverage? Yes ☐ No ☒

- ☐ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe \_\_\_\_\_

## Event Signage

**PLEASE NOTE** For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # \_\_\_\_\_ Dimensions \_\_\_\_\_

☐ Yes, having inflatable signage # \_\_\_\_\_ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # \_\_\_\_\_

☐ What will signs/banners say? \_\_\_\_\_

☐ How will signs/banners be anchored or mounted? \_\_\_\_\_

## Waste Management

**PLEASE NOTE** One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

► Total number of portable toilets: \_\_\_\_\_

► Total number of ADA accessible portable toilets: \_\_\_\_\_

☐ Contracting with portable toilet vendor. ► \_\_\_\_\_

► Load-in Day & Time \_\_\_\_\_ Company \_\_\_\_\_ Phone \_\_\_\_\_  
► Load-out Day & Time \_\_\_\_\_

☐ Portable toilets to be serviced. ► Time \_\_\_\_\_

## Set-up, Breakdown, Clean-up

**Setting up the day before the event?**

☐ Yes, will set up the day before the event. ► # of set-up day(s) \_\_\_\_\_

☒ No, set-up will occur on the event day

**Requesting vehicle access onto the turf?**

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

#### NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

#### Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) \_\_\_\_\_
- ☒ No, breakdown will occur on the event day.

#### How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

#### Miscellaneous

Please list anything important about your event not already asked on this application:

The National City portion of our event will simply be bikes riding through in small groups.

---

**Please make a copy of this application for your records.  
We do not provide copies.**





# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event:	Honor Ride San Diego		
Event Address:	Various streets	Expected # of Attendees:	300
Event Host/Coordinator:	Jack Shepard	Phone Number:	845-532-3477

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____			X
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			X
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			X
Do all storm drains have screens to temporarily protect trash and debris from entering?			X
Are spill cleanup kits readily available at designated spots?			X

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

# City of National City

## **PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: Ride 2 Recovery

Person in Charge of Activity: Jack Shepard

Address: 23679 Calabasas Rd # 420 Calabasas, CA 91302

Telephone: 845-532-3477 Date(s) of Use: 12/3/16

### **HOLD HARMLESS AGREEMENT**

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Operations Director Date: 10/17/16

**For Office Use Only**

Certificate of Insurance Approved                      Date



USACYCL-01

MRODRIGUEZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	<b>CONTACT NAME:</b> Fairly Group Certificates	
	<b>PHONE (A/C, No, Ext):</b> (806) 376-4761 <b>FAX (A/C, No):</b> (806) 337-1859 <b>E-MAIL ADDRESS:</b> certs@fairlygroup.com	
<b>INSURED</b>  USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Lexington Insurance Company	19437
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: EVENT		015375404	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Job 2016-1324

Endorsement NAMEDINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement LX4309  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of National City, its officials, agents, and employees  
1243 National City Blvd  
National City, CA 91950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Fairly Consulting Group, LLC</b>		NAMED INSURED <b>USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
**(06/14) - Additional Insured - Designated Person or Organization.**

**Event Number: 2016-1324**  
**Event Name: Honor Ride San Diego**  
**Event Location: San Diego, CA**  
**Event Date(s): 12/03/2016**



**ENDORSEMENT # 006**

**This endorsement, effective 12:01 AM 12/31/2015**

**Forms a part of policy no.: 015375404**

**Issued to: USA CYCLING, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

**(Based on CG2026 04/13)**

**This endorsement modifies insurance provided by the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

**AS REQUIRED BY WRITTEN CONTRACT**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



---

Authorized Representative

LX4309 (06/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 2 of 2
----------------	--	-------------

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	■	Start of route	0.0
2.	0.0	0.0	→	R onto Pacific Hwy	0.9
3.	1.0	0.9	←	L onto W Harbor Dr	4.6
4.	5.6	4.6	→	R onto Civic Center Dr	0.2
5.	5.8	0.2	↑	Continue onto Tidelands Ave	1.2
6.	6.9	1.2	←	L onto W 32nd St	0.2
7.	7.1	0.2	←	Slight L onto Marina Way	0.0
8.	7.1	0.0	→	R toward Bayshore Bikeway	0.3
9.	7.4	0.3	↑	Continue onto Bayshore Bikeway	0.1
10.	7.5	0.1	←	L to stay on Bayshore Bikeway	0.9

7.5 miles. +84/-90 feet

Num	Dist	Prev	Type	Note	Next
22.	14.4	0.2	←	L onto E Harbor Dr	5.6
23.	20.0	5.6	■	End of route	0.0

5.8 miles. +59/-57 feet

Num	Dist	Prev	Type	Note	Next
11.	8.4	0.9	←	L onto Gunpowder Point Dr	0.0
12.	8.4	0.0	→	R onto Bay Blvd	1.4
13.	9.8	1.4	←	L onto Marina Pkwy	0.7
14.	10.5	0.7	→	R onto H St	0.3
15.	10.8	0.3	←	L onto Bay Blvd	0.8
16.	11.6	0.8	←	L onto Gunpowder Point Dr	0.0
17.	11.6	0.0	→	R onto Bayshore Bikeway	0.9
18.	12.5	0.9	→	R to stay on Bayshore Bikeway	0.4
19.	12.9	0.4	←	L onto W 32nd St	0.2
20.	13.1	0.2	→	R onto Tidelands Ave	1.2
21.	14.2	1.2	↑	Continue onto Civic Center Dr	0.2

6.8 miles. +87/-97 feet







Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	➡	Start of route	0.0
2.	0.0	0.0	→	R onto Pacific Hwy	0.1
3.	0.2	0.1	→	R toward N Harbor Dr	0.2
4.	0.4	0.2	→	R onto W Ash St	0.6
5.	1.0	0.6	←	L onto W Harbor Dr	4.6
6.	5.6	4.6	→	R onto Civic Center Dr	0.2
7.	5.8	0.2	↑	Continue onto Tidelands Ave	1.2
8.	6.9	1.2	←	L onto W 32nd St	0.2
9.	7.1	0.2	←	Slight L onto Marina Way	0.0
10.	7.1	0.0	→	R toward Bayshore Bikeway	0.3
11.	7.4	0.3	↑	Continue onto Bayshore Bikeway	0.1

7.4 miles. +84/-82 feet

Num	Dist	Prev	Type	Note	Next
23.	18.8	3.5	→	R onto Wueste Rd	0.8
24.	19.6	0.8	←	L onto Lake Crest Dr	0.1
25.	19.7	0.1	→	Slight R onto Olympic Pkwy	0.1
26.	19.8	0.1	←	REST STOP - US Olympic Training Center	0.0
27.	19.9	0.0	←	L onto Gold Medal Way	6.2
28.	26.1	6.2	←	L onto Brandywine Ave	1.0
29.	27.0	1.0	→	R onto Main St	1.3
30.	28.3	1.3	→	R onto Hilltop Dr	0.4
31.	28.7	0.4	←	L onto Orange Ave	1.6
32.	30.3	1.6	←	L onto Palomar St	0.9
33.	31.1	0.9	→	R onto Bay Blvd	0.5
34.	31.6	0.5	←	L	2.1

16.3 miles. +530/-1032 feet

Num	Dist	Prev	Type	Note	Next
12.	7.5	0.1	↑	Continue straight	2.2
13.	9.7	2.2	←	L toward Plaza Bonita Rd	0.1
14.	9.7	0.1	←	L onto Plaza Bonita Rd	0.3
15.	10.0	0.3	→	R onto Sweetwater Rd	1.0
16.	11.0	1.0	→	R onto Valley Vista Way	0.1
17.	11.1	0.1	←	REST STOP - Valley Vista Elementary School	0.3
18.	11.4	0.3	→	R onto Sweetwater Rd	0.1
19.	11.4	0.1	↑	Continue onto Willow St	0.2
20.	11.7	0.2	←	L onto Bonita Rd	0.6
21.	12.3	0.6	→	R onto Otay Lakes Rd	3.0
22.	15.3	3.0	←	L to stay on Otay Lakes Rd	3.5

7.9 miles. +604/-194 feet

Num	Dist	Prev	Type	Note	Next
35.	33.7	2.1	←	L onto Gunpowder Point Dr	0.0
36.	33.7	0.0	→	R onto Bayshore Bikeway	0.9
37.	34.6	0.9	→	R to stay on Bayshore Bikeway	0.4
38.	35.0	0.4	←	L onto W 32nd St	0.2
39.	35.2	0.2	→	R onto Tidelands Ave	1.2
40.	36.3	1.2	↑	Continue onto Civic Center Dr	0.2
41.	36.5	0.2	←	L onto E Harbor Dr	5.6
42.	42.1	5.6	➡	End of route	0.0

10.5 miles. +97/-105 feet





Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0	→	Start of route	0.1
2.	0.1	0.1	→	R onto Pacific Hwy	0.9
3.	1.0	0.9	←	L onto W Harbor Dr	4.6
4.	5.6	4.6	→	R onto Civic Center Dr	0.2
5.	5.8	0.2	↑	Continue onto Tidelands Ave	1.2
6.	6.9	1.2	←	L onto W 32nd St	0.2
7.	7.1	0.2	←	Slight L onto Marina Way	0.0
8.	7.1	0.0	→	R toward Bayshore Bikeway	0.3
9.	7.4	0.3	↑	Continue onto Bayshore Bikeway	0.1
10.	7.5	0.1	↑	Continue straight	2.2
11.	9.7	2.2	←	L toward Plaza Bonita Rd	0.1

9.7 miles. +137/-120 feet

Num	Dist	Prev	Type	Note	Next
22.	15.8	0.4	→	R onto Jamacha Blvd	4.5
23.	20.3	4.5	→	R onto Campo Rd	0.5
24.	20.8	0.5	→	R to stay on Campo Rd	4.6
25.	25.4	4.6	→	REST STOP - Jamul Veterinary Hospital	5.2
26.	30.7	5.2	→	R onto Otay Lakes Rd	8.8
27.	39.4	8.8	←	L onto Wueste Rd	0.8
28.	40.3	0.8	←	L onto Lake Crest Dr	0.1
29.	40.3	0.1	→	Slight R onto Olympic Pkwy	0.2
30.	40.5	0.2	←	REST STOP - US Olympic Training Center	0.0
31.	40.5	0.0	←	L onto Gold Medal Way	6.2

25.1 miles. +1557/-1235 feet

Num	Dist	Prev	Type	Note	Next
12.	9.7	0.1	←	L onto Plaza Bonita Rd	0.3
13.	10.0	0.3	→	R onto Sweetwater Rd	1.0
14.	11.0	1.0	→	R onto Valley Vista Way	0.1
15.	11.1	0.1	←	REST STOP - Valley Vista Elementary School	0.3
16.	11.4	0.3	→	R onto Sweetwater Rd	0.1
17.	11.5	0.1	←	L to stay on Sweetwater Rd	1.3
18.	12.8	1.3	←	Slight L to stay on Sweetwater Rd	1.6
19.	14.4	1.6	→	Slight R onto Quarry Rd	0.2
20.	14.6	0.2	→	Quarry Rd turns R and becomes Quarry Trail	0.8
21.	15.4	0.8	↑	Continue onto Quarry Rd	0.4

5.7 miles. +397/-191 feet

Num	Dist	Prev	Type	Note	Next
32.	46.7	6.2	←	L onto Brandywine Ave	1.0
33.	47.6	1.0	→	R onto Main St	1.3
34.	48.9	1.3	→	R onto Hilltop Dr	0.4
35.	49.3	0.4	←	L onto Orange Ave	1.6
36.	50.9	1.6	←	L onto Palomar St	0.9
37.	51.7	0.9	→	R onto Bay Blvd	0.4
38.	52.1	0.4	←	L	2.2
39.	54.3	2.2	←	L onto Gunpowder Point Dr	0.0
40.	54.3	0.0	→	R onto Bayshore Bikeway	0.9
41.	55.2	0.9	→	R to stay on Bayshore Bikeway	0.4
42.	55.6	0.4	←	L onto W 32nd St	0.2
43.	55.8	0.2	→	R onto Tidelands Ave	1.2

15.3 miles. +221/-428 feet



Num	Dist	Prev	Type	Note	Next
44.	56.9	1.2	↑	Continue onto Civic Center Dr	0.2
45.	57.1	0.2	←	L onto E Harbor Dr	5.6
46.	62.7	5.6	▢	End of route	0.0

6.9 miles. +60/-59 feet

**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

**SPONSORING ORGANIZATION: Ride 2 Recovery**

**EVENT: Honor Ride San Diego**

**DATE OF EVENT: December 3, 2016**

**TIME OF EVENT: 8:00am to 2:00pm**

**APPROVALS:**

DEVELOPMENT SERVICES	YES [ ]	NO [x]	SEE CONDITIONS [ ]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [ ]	NO [x]	SEE CONDITIONS [ ]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [x]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [ ]	NO [x]	SEE CONDITIONS [ ]
CITY ATTORNEY	YES [x]	NO [ ]	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]

---

**CONDITIONS OF APPROVAL:**

**FINANCE**

Ride 2 Recovery will need to apply for a business license and submit it with proof of "non-profit" status.

**CITY ATTORNEY**

Requires indemnity agreement and certificate of liability insurance approved by the Risk Manager.

**COMMUNITY SERVICES**

The Community Services Department has no involvement; however, we would notify the National City Aquatic Center to avoid any scheduling conflicts.

**FIRE (619) 336-4550**

**No fees for this event**

---

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization

**RISK MANAGER (619) 336-4370**

I have reviewed the above captioned request for the issuance of a Temporary Use Permit. All the insurance requirements were met and the following documents were provided with the Temporary Use Permit application:

- A valid copy of the Certificate of Liability Insurance
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$3,000,000.00 (THREE MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The applicant has properly executed the hold harmless and indemnification agreement.
- The Certificate Holder must reflect the following:  
**City of National City**  
**c/o Risk Manager**  
**1243 National City Boulevard**  
**National City, CA. 91950-4397**
- Name, address and contact information for the broker providing this insurance policy has been provided.





The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute an Exclusive Negotiating Agreement by and between the Community Development Commission-Housing Authority of the


**CITY OF NATIONAL CITY, CALIFORNIA  
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 15, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute an Exclusive Negotiating Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Community HousingWorks, Inc., a California non-profit public benefit corporation, and Mercy Housing California, Inc., a California non-profit public benefit corporation for the recapitalization and rehabilitation of Kimball and Morgan Towers located at 1317 and 1415 "D" Avenue in National City.

**PREPARED BY:** Carlos Aguirre, Housing & Economic Development Manager 

**DEPARTMENT:** Housing & Economic Development

**PHONE:** 619-336-4391

**APPROVED BY:** 

**EXPLANATION:**

See Attachment No. 1.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**  
**APPROVED:** \_\_\_\_\_ **MIS**

See Financial Impact Statement in Attachment No. 1.

**ACCOUNT NO.**

**ENVIRONMENTAL REVIEW:**

Approval of the exclusive negotiating agreement is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(3) of the CEQA Guidelines is not subject to CEQA.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Attachment No. 1: Staff Report  
Attachment No. 2: Exclusive Negotiating Agreement with RFQ attached as Exhibit "A"  
Attachment No. 3: Resolution

**COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
OF THE CITY OF NATIONAL CITY**

**STAFF REPORT**

November 15, 2016

**Item:**

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute an Exclusive Negotiating Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Community HousingWorks, Inc., a California non-profit public benefit corporation, and Mercy Housing California, Inc., a California non-profit public benefit corporation for the recapitalization and rehabilitation of Kimball and Morgan Towers located at 1317 and 1415 D Avenue in National City.

**Background:**

Kimball and Morgan Senior Towers (“Towers”) are located in central National City, within the Kimball Community. The two nine-story Towers are located on D Avenue between Kimball Way and 15th Street. Morgan Senior Tower is a 151-unit affordable senior residential property built in 1978. Kimball Senior Tower is a 152-unit affordable senior residential property completed in 1986.

On March 4, 2016, the CDC-HA’s Board of Commissioners (“CDC-HA Board”) was presented with a draft RFQ to provide direction in considering qualified development teams for the recapitalization and rehabilitation of the Towers. The RFQ process presented was modeled after the RFQ previously issued in March 2010 for the Kimball and Morgan Tower Enhancement and Expansion Project. The CDC-HA was supportive and voted in favor of staff issuing the RFQ as drafted. The draft RFQ incorporated a Selection Committee to be composed of experienced professionals and community members with working knowledge of affordable housing development, public finance, and community needs that could deliberate on and rank RFQ submissions with respect to the goals, objectives, and scoring criteria provided in the RFQ. The RFQ was issued on March 24, 2016 and is included in the Staff Report as Attachment No.1. The RFQ solicited responses from professional affordable housing development teams and considered the following criteria:

1. Experience and qualifications (Max. Score: 25)
2. Leveraging of non-CDC-HA resources (Max. Score: 20)
3. Financial Capacity (Max. Score: 20)
4. Operating Experience (Max. Score: 20)
5. Resident Services and Involvement (Max Score: 15)

Staff reviewed the RFQ submissions first for completeness and, on the week of May 30, 2016, delivered copies of the eight RFQ submittals to each member of the Selection Committee. The Selection Committee convened on Monday, June 6, 2016 to review and score each submission

in an effort to select the project development teams who would be invited to interview. The Selection Committee selected five RFQ proposals for interviews scheduled for Monday, June 13, 2016. After the interviews were completed, the Selection Committee scored the development teams interviewed based on the RFQ's criteria taking into consideration the quality of each interview with the Selection Committee. By calculating an average of all cumulative scoring provided by each Selection Committee Member, the development team consisting of Community Housing Works and Mercy Housing California ranked the highest overall out of a total of 100 points:

1. Community HousingWorks and Mercy Housing California (Overall Score: 83.4)
2. Bridge Housing Corporation (Overall Score: 81.6)
3. Chelsea and Serving Seniors (Overall Score: 77.8 )
4. National Community Renaissance of California and Reiner Communities (Overall Score: 77.5)
5. The RAHD Group, Affirmed Housing, Community Preservation Partners LLC, Thompson Consulting, and Casa Familiar (Overall Score: 70.6)

At the Regular Meeting on October 4, 2016 of the CDC-HA staff provided a recommendation to the CDC-HA Board to select Community Housing Works and Mercy Housing as the developer for the rehabilitation and recapitalization of Kimball and Morgan Towers.

#### **Written and Oral Comments- October 4, 2016 CDC-HA Resolution Item #22**

The City Council and City Staff received a letter ("Letter") dated July 11, 2016, on behalf of development team consisting of the RAHD Group, Affirmed Housing, Community Preservation Partners LLC, Thompson Consulting, and Casa Familiar and referred to in the Letter as Morgan-Kimball Community Partners. The Letter thanked staff for their efforts in managing the RFQ but expressed concerns with the process and suggested that the CDC-HA Board should have played greater role in the RFQ selection process. The public had the opportunity to comment on the RFQ process when it was introduced for discussion at a public meeting of the CDC-HA on March 4, 2016, but no comments were received. The CDC-HA Board directed staff to issue the proposed RFQ as drafted which incorporated a Selection Committee of affordable housing and public finance professionals and community members to deliberate over the RFQ submissions and select a development team for further consideration by the CDC-HA.

The City Manager received a letter ("Chamber's Letter") from National City Chamber of Commerce. The Chamber's Letter suggested that the CDC-HA conduct a Request for Proposals ("RFP") instead of working through an exclusive negotiations agreement with the development team selected through the Request for Qualifications. An RFP process would require that every development team considered invest substantially more time and resources in due diligence including but not limited to performing or procuring extensive studies with regards to the capital assets and current financial conditions and projections for the project. The CDC-HA would also have to procure additional financial and other consultants to fully review all of the proposals submitted through an RFP, instead of working closely with the RFQ development team selected to exclusively negotiate the best terms and conditions with the CDC-HA for the project.



State of California Assemblywoman Lorena Gonzalez submitted a letter requesting that the five development teams that provided presentations to the Selection Committee be provided an opportunity to make presentations to the CDC-HA Board for further consideration. A letter was also received from Congressman Juan Vargas requesting that CDC-HA Board consider presentations from the five development teams interviewed by the Selection Committee. Mitch Thompson of Thompson Consulting associated with Morgan-Kimball Community Partners also submitted additional written comments included in the public record.

At the CDC-HA Regular Meeting on October 4, 2016, the CDC-HA Board acknowledged the written comments received and listened to oral comments regarding the Request for Qualifications process and on Staff's recommendation. After consideration of written and oral comments, the CDC-HA Board decided to hold an Adjourned Regular Meeting on October 25, 2016 to allow all five development teams to present to the CDC-HA Board the identical presentations that were made to the Selection Committee after which the CDC-HA Board would take final action on the Selection Committee recommendation.

**Developer Presentations to the CDC-HA Board on Tuesday, October 25, 2016, 5:00 p.m.:**

Presentations by all five development teams that presented to the Selection Committee were allowed to present as was directed by the CDC-HA Board on October 4, 2016. The CDC-HA Board was provided with each RFQ submission and any materials also provided during the RFQ Selection Committee presentations. The development team RFQ responses that were originally submitted have been made available for review on the City of National City website at [www.nationalcityca.gov/rfq](http://www.nationalcityca.gov/rfq). The order of the presentations below was drawn randomly by the City Clerk. As directed by the CDC-HA Board, the presentation ground rules were provided in advance to each development team and are the following:

1. Presentations will be the same as made to the original Selection Committee, including the answers to the prior interview questions.
2. Presenters will have no more than 20 minutes, immediately followed by 20 minutes for questions and answers.
3. Presentations should not include a discussion of financial proposals to the Housing Authority unless such proposal was part of the original presentation.
4. Presenters should address the attached interview questions during their 20 minute presentations.
5. During development presentations, members of other development teams are asked to refrain from being present in City Council Chambers, out of fairness to each presenting group.
6. As requested by the CDC-HA Board, presenters should refrain from submitting organized public comment.

**Presentation Schedule**

5:10 p.m.	The RAHD Group, Affirmed Housing, Community Preservation Partners LLC, Thompson Consulting, and Casa Familiar
5:50 p.m.	Bridge Housing Corporation
6:30 p.m.	Community HousingWorks and Mercy Housing California

7:10 p.m.	Chelsea Investment Corporation and Serving Seniors
7:50 p.m.	National Community Renaissance of California and Reiner Communities

Councilmember Alejandra Sotelo-Solis recused herself from participation on this item in the October 25<sup>th</sup> meeting out of an “abundance of caution” for a potential conflict of interest. After the presentations were completed, the CDC-HA Board decided to defer the selection of a Developer until the adjourned regular meeting of the CDC-HA on November 15<sup>th</sup> to allow for Councilmember Sotelo-Solis to participate in the selection of a Development Team pending full determination on the existence of a conflict of interest for Councilmember Sotelo-Solis.

**Adoption of Resolution- Staff Recommendation:**

The RFQ Selection Committee, made up of affordable housing and public finance professionals and community members and Staff recommends the selection of Community HousingWorks and Mercy Housing California as the developer for the Recapitalization and Rehabilitation of Kimball and Morgan Towers. The development team formed by Community HousingWorks and Mercy Housing California scored the highest among those interviewed and their qualifications indicate the ability to deliver on the goals and objectives outlined in the Request for Qualifications issued by the CDC-HA. Staff has not identified a significant advantage to the City in further delaying this project (i.e. by reissuing the RFQ, further reconsidering the submissions or issuing an RFP in lieu of the RFQ process). In fact, such delays may jeopardize the CDC-HA’s ability to complete the project in a timeline that would allow the CDC-HA to take advantage of favorable interest rates and negotiate the best terms on the renewal of the Department of Housing and Urban Development (HUD) Housing Assistance Payment contracts.

Based on the above, Staff recommends that the CDC-HA Board enter into an ENA with Community HousingWorks and Mercy Housing California for the Recapitalization and Rehabilitation of Kimball and Morgan Towers.

**Fiscal Impact:**

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under the ENA. The CDC-HA has budgeted for consultants needed to complete negotiations through Account No. 532-419-462-209-0000 and Account No. 532-419-462-213-0000 through the end of Fiscal Year 2016-2017. The CDC-HA estimates its total cost for legal and financial consultants should not exceed a total of \$20,000 during the negotiation period.

## EXCLUSIVE NEGOTIATING AGREEMENT (Morgan and Kimball Tower)

This Exclusive Negotiating Agreement (“Agreement”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2016 ( “Agreement Date”), by and between the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) and Community HousingWorks, a California nonprofit public benefit corporation, and Mercy Housing California, a California nonprofit public benefit corporation (collectively, the “Developer”).

### RECITALS

A. The CDC-HA owns the Kimball and Morgan Towers, which are generally located at 1317 D Avenue and 1415 D Avenue in the City of National City, County of San Diego, California (“Property”).

B. The Developer desires to recapitalize the Property and rehabilitate the improvements thereon generally as set forth in that certain Request for Qualifications (“RFQ”) issued by the CDC-HA dated March 24, 2016, a copy of which is attached hereto as Exhibit A. Community HousingWorks and Mercy Housing California responded jointly to the RFQ and the entities are jointly referred to as Developer throughout this agreement.

C. The CDC-HA and Developer desire to negotiate any and all agreements reasonably necessary for the CDC-HA to ground lease the Property and transfer title to the improvements thereon to the Developer and for the Developer to recapitalize and rehabilitate the Property as generally set forth in the RFQ (“Project”). The Property is currently being used as affordable housing for senior citizens, and this ENA and the Project do not contemplate changing the use of the Property.

D. The purpose of this Agreement is to establish a period during which Developer shall have the right to exclusively negotiate with the CDC-HA the terms of the ground lease of the Property, the transfer title to the improvements thereon to the Developer and the implementation of the Project.

NOW, THEREFORE, Developer and the CDC-HA, hereby agree as follows:

1. Negotiating Period. The CDC-HA agrees to exclusively negotiate with Developer and Developer agrees to exclusively negotiate with the CDC-HA regarding the terms of any and all agreements reasonably necessary respect to the Project for a one (1) year period beginning on the Agreement Date (“Negotiating Period”). The CDC-HA and Developer shall negotiate diligently and in good faith to carry out the obligations of this Agreement during the Negotiating Period. The obligation to negotiate in good faith requires the respective parties to communicate with each other with respect to those issues for which agreement has not been reached, and such communication to follow reasonable negotiation procedures, including meetings, telephone conversations, and correspondence.

2. Site Control. The Property is currently owned by the CDC-HA.

3. Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

4. Activities During Negotiating Period.

(a) Due Diligence. During the Negotiating Period, the CDC-HA shall provide the Developer and its contractors, consultants and employees with access to the Property as set forth in Section 9, below. CDC-HA will deliver to the Developer copies of: (i) all prior assessments in its possession or control related to the Property, including but not limited to Phase I and II Environmental, geotechnical, as-built building plans, specialized physical system inspections and assessments including roof, mechanical equipment, vertical transportation, building envelope and structural systems, survey including ALTA survey, if any; (ii) all HUD contracts and inspection reports, rent rolls, and financial statements for the Property in its possession or control, if any. In addition, CDC-HA will provide Developer feasibility for potential legal parcel modification.

(b) Conceptual Proposal. Developer agrees that not later than One Hundred Eighty (180) days following the Agreement Date, Developer shall submit to the CDC-HA for review, a proposal for development of the Property and the Project, with supporting documents. In addition, Developer will provide the CDC-HA with the following documents, reports and information prior to the expiration of this Agreement:

(1) The potential unit mix by number of bedrooms (if the Developer proposes a change from the existing unit mix), proposed income targeting, proposed rehabilitation work with preliminary cost estimates, and site amenities, with a schedule for implementation.

(2) A proposed schedule for rehabilitation of the Property/development of the Project.

(3) A financial pro forma which contains: (i) a projected development budget for the Project, (ii) a projected sources and uses analysis, (iii) a 15-year cash flow analysis, (iv) a proposed rent schedule and utility allowance schedule, (v) a projected operating budget for the Project, (vi) a phasing plan if applicable for development of the Project as two separate projects; and (vii) a proposal for long term contracts with U.S. Department of Housing and Urban Development and /or CDC-HA for project based housing vouchers.

(4) Preliminary evidence of conventional construction and permanent financing options.

(5) The name and qualifications of the architect which Developer proposes to use, if any. The CDC-HA will approve or disapprove the proposed architect in its sole and absolute discretion.



(6) The name and qualifications of the management agent that Developer proposes to use. The CDC-HA will approve or disapprove the proposed management agent in its sole and absolute discretion.

(c) Negotiation and Approval of Agreements. If both the CDC-HA and Developer are satisfied with the proposed Project following submission of the documents in Subsection 4(b), the CDC-HA and Developer shall seek in good faith to negotiate and draft any and all mutually acceptable agreements reasonably necessary for the Project and for the Developer to demonstrate site control of the Project required by the California Tax Credit Allocation Committee and California Debt Limit Allocation Committee and U.S. Department of Housing and Urban Development. However, by entering into this Agreement, the Parties are not contractually bound to enter into any further agreements.

5. Termination/Expiration of Agreement. Except as provided in Section 10, below, or if this Agreement is extended by written consent of the Executive Director the CDC-HA and Developer, if at the end of the Negotiating Period, the CDC-HA and Developer have not agreed upon mutually acceptable agreements reasonably necessary for the development of the Project, then this Agreement shall terminate.

6. Cooperation. The CDC-HA agrees to cooperate with Developer in supplying proposed lenders or investors with appropriate information, if available and not otherwise privileged, to facilitate the Developer's financing for the Project. The CDC-HA shall also cooperate with Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of the CDC-HA to provide in connection with the proposed Project.

7. Nondiscrimination. Developer shall not discriminate against nor segregate, any person, or group or persons on account of sex, race, color, marital status, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

8. Environmental Requirements. Certain state and local environmental requirements (including, but without limitation, the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et seq.) may be applicable to the proposed Project. Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for the proposed Project.

9. Inspection of the Property. Developer and its agents, representatives, consultants and contractors may enter upon the Property, upon not less than forty-eight (48) hours advance notice to the CDC-HA, solely for the purpose of conducting visual, non-invasive inspections of the Property as further described in Section 4. If the Developer desires to do any invasive testing at the Property, the Developer may do so only after obtaining the CDC-HA's prior written consent to the same, which consent may be withheld or granted on conditions in the CDC-HA's sole and absolute discretion. The Developer shall provide the CDC-HA with a complete set of plans,

drawings and specifications (“Invasive Testing Plans”) that define to the sole satisfaction of the CDC-HA the invasive testing to be performed on the Property and the names of all environmental and other consultants, contractors and subcontractors who will be performing such invasive testing (collectively “Developer’s Consultants”). The Developer shall deliver the names of the Developer’s Consultants and the Invasive Testing Plans to the CDC-HA concurrently with its request to the CDC-HA that the Developer desires to perform invasive testing. The Developer shall promptly restore the Property to the condition the Property was in immediately prior to any such tests, at the Developer’s sole cost and expense. The Developer’s Consultants, the Developer and each of their agents, representatives, consultants and contractors entering the Property shall maintain commercial general liability insurance covering such entry, in the amounts of Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million Dollars (\$4,000,000.00) general aggregate for bodily injury, personal injury and property damage including contractual liability. Prior to entering upon the Property, the Developer and any of its agents, representatives, consultants and contractors entering upon the Property shall provide, additional insured endorsements naming the CDC-HA and the City of National City as additional insureds. The Developer shall indemnify and defend the CDC-HA, the City of National City and their agents and employees and the Property from and against, and shall hold the CDC-HA, the City of National City and their agents and employees and the Property harmless from, any actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics’ and materialmen’s liens and attorney fees, proximately caused by the actions of Developer and/or its agents, representatives, consultants and contractors upon the Property. The Developer shall repair any damage caused to the Property by the Developer or its agents, representatives, consultants and contractors. The Developer shall not permit any mechanic’s, materialman’s, contractor’s, subcontractor’s or other lien arising from any work done by the Developer or its agents, representatives, consultants and contractors pursuant to this Agreement to stand against the Property. If any such lien shall be filed against the Property, the Developer shall cause the same to be discharged or bonded within ten (10) days after actual notice of such filing, by payment, deposit, bond or otherwise. The Developer’s obligations under this Section 9 shall survive the termination or expiration of this Agreement.

10. Developer.

(a) Developer Experience. As a condition precedent to the CDC-HA’s execution of this Agreement, Developer submitted to the CDC-HA a detailed response to the RFQ regarding development experience of the Developer and its principals, associates, employees, partners and joint ventures.

(b) Offices of Developer. The principal offices of the Developer are located at:

2815 Camino del Rio South, Suite 350  
San Diego, CA 92108  
Phone (619) 282-6647

The Project Manager for the Developer will be Mary Jane Jagodzinski

11. Address for Notices. Any notices pursuant to this Agreement shall be sent to the following addresses:

To CDC-HA:           Community Development Commission-  
Housing Authority of the City of National City  
1243 National City Blvd.  
National City, California 91950  
Attn: Executive Director

Copy to:               Christensen & Spath LLP  
550 West C Street, Suite 1660  
San Diego, CA 92101  
Attn: Walter F. Spath, Esq.

To Developer:       Community HousingWorks  
2815 Camino Del Rio South, Suite 350  
San Diego, CA 92108  
Attn: Susan M. Reynolds, CEO

Mercy Housing California  
1500 South Grand Avenue, Suite 100  
Los Angeles, California 90015  
Attn: Ed Holder

12.   Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

13.   Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the CDC-HA and Developer.

14.   Future Agreements to Supersede this Agreement. This Agreement will be superseded, if and when the Developer and CDC-HA approve and execute all mutually acceptable agreements reasonably necessary for the development of the Project.

15.   Assignment Prohibited. In no event shall Developer assign or transfer any portion of Developer's rights or obligations under this Agreement without the prior express written consent of the CDC-HA, which consent may be withheld in the CDC-HA's sole and absolute discretion.

16.   Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.

17.   Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the

CDC-HA that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

18. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**CDC-HA:**

Community Development Commission-Housing Authority of the City of National City

By: \_\_\_\_\_  
Leslie Deese, Executive Director

**APPROVED AS TO FORM:**

Christensen & Spath LLP

By: \_\_\_\_\_  
Walter F. Spath III  
Special Counsel to the CDC-HA

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**



**DEVELOPER:**

Community HousingWorks, a California nonprofit public benefit corporation

By:   
Anne B. Wilson, Senior Vice President

Mercy Housing California, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Ed Holder, Regional Vice President

7b

**DEVELOPER:**

Community HousingWorks, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Anne B. Wilson, Senior Vice President

Mercy Housing California, a California nonprofit public benefit corporation

By:  \_\_\_\_\_  
Ed Holder, Regional Vice President

## **EXHIBIT A**

**Request for Qualifications issued by the CDC-HA dated March 24, 2016**

# REQUEST FOR QUALIFICATIONS (RFQ)

**Morgan and Kimball Towers  
Rehabilitation and Recapitalization  
1415 & 1317 D Avenue  
National City, California**



**March 24, 2016  
RFQ Deadline:  
Thursday, May 12, 2016, 2:00 p.m. PST**

Community Development Commission-  
Housing Authority of the City of National City  
140 E. 12<sup>th</sup> St., Suite B  
National City, CA 91950

**RFQ AT A GLANCE****ISSUE DATE: March 24, 2016**

PROJECT TITLE:	Morgan and Kimball Towers Rehabilitation and Recapitalization Project
DESCRIPTION OF PROJECT	The Community Development Commission - Housing Authority of the City of National City (CDC-HA) intends to rehabilitate and recapitalize the existing Kimball and Morgan Towers. Kimball and Morgan Towers (Towers) are located in National City at 1317 D Avenue and 1415 D Avenue, respectively. They are owned by the CDC-HA and help serve National City's affordable senior housing needs. The CDC-HA is seeking qualifications from experienced non-profit or for profit developers to enter into an Exclusive Negotiation Agreement to complete due diligence and design and is expected to lead to a Disposition and Development Agreement to rehabilitate and recapitalize existing structures.
DEPARTMENT REQUESTING	Housing, Grants, and Asset Management
SUBMITTAL DEADLINE	Three (3) original copies of submittal due 2:00 p.m. Thursday, May 12, 2016 in hard copy (no facsimile or e-mailed submittals)
DELIVER SUBMITTAL TO	City of National City Office of the City Clerk 1243 National City Blvd National City, CA 91950
PRIMARY CONTACT	Carlos Aguirre Community Development Manager City of National City 140 E. 12 <sup>th</sup> St., Suite B National City, CA 91950 Direct Line: (619) 336-4391 Fax: (619) 336-4292 caguirre@nationalcityca.gov



## BACKGROUND

**The General Plan's Housing Element:** National City's Housing Element (a required section in the General Plan) lays out an objective of continuing to provide housing opportunities and development of programs to improve the existing housing stock. The rehabilitation and recapitalization of Kimball and Morgan Towers ("Towers") is in line with each of these objectives.

**Community Need and Relevance to General Plan:** The existing structures are dated and are in need of rehabilitation (Kimball built in 1986 and Morgan in 1978). Additionally, the availability of senior housing in National City is far below demand. The Towers have a 1.5 to 3 year waiting period and other affordable senior housing facilities within the city are experiencing comparable waiting periods. These trends will be amplified in the coming years as the baby boom generation continues to move into senior status (62+) and by the fact that people are living longer.

To meet future community needs, the CDC-HA must transform the Property into a financial sustainable real estate asset; preserve affordability; improve resident experience; and insure the City's housing infrastructure by restructuring current debt to leverage additional private and public funding sources

**The Project Site:** The Towers are located in central National City, within the Kimball Community. It is across the street from Kimball Park, and near Wal-Mart and other commercial businesses, the Boys and Girls Club, a Fire Station, a health center, and civic facilities.

The project site (Attachment 1) is approximately 5.37 acres located on D Avenue between Kimball Way and 15<sup>th</sup> Street (APN: 561-410-05-00; 561-410-04-00) in National City. The site is in an RM3 zoned area. It is a residential multifamily zone specifically designated for senior citizen housing and allows higher density development than the standard residential multifamily units (22.9 units/acre). The CDC-HA may elect to segregate a portion of the subject parcels for the future development of housing.

Currently, the site is comprised of two 9-story senior housing complexes (Kimball and Morgan Towers) and Nutrition Center. There are a total of 303 units between the 2 towers: 152 units at Kimball Tower (150 currently unrestricted units rented to households at or below 50% AMI, and 2 units for property management staff), and another 151 at Morgan Tower (approximately 148 project-based units funded directly by the U.S. Department of Housing and Urban Development (HUD), 2 unrestricted

units rented to households at or below 50% AMI, and 1 unit for the assistant manager).

**Purpose:** The purpose of the Project is to renovate the buildings and common area of the property. The renovation will result in updated housing units and building systems, energy efficiency and technology improvements, improved resident services, and other interior and exterior improvements. The CDC-HA desires to retain ownership of the land and negotiate a long-term ground lease. It is recommended that the selected developer purchase and operate the existing senior housing units and other improvements from the CDC-HA and provide a long-term financial package to recapitalize the improvements to finance the rehabilitation, preserve current levels of affordability at or below 50% of Area Median Income and repay any financial assistance provided by the CDC-HA.

**Project Objectives:** The CDC-HA will take into strong consideration the applicant's ability to leverage outside resources to enhance the affordable housing project targeted for seniors. Submittals should prominently highlight the development teams past experience in seeking and being awarded grants and financing for similar projects. The project proposed shall (at a minimum) meet the following objectives:

1. Extend affordability covenants as feasible and the useful life of the improvement for at least 20 years without compromising affordability using any available financial resources.
2. Consider a financial structure that will maintain CDC-Housing Authority's ownership of the parcels through a long-term ground lease.
3. Assure full property renovation and rehabilitation including energy efficiency improvements, technology upgrades, upgraded building systems, and property/residential unit improvements.
4. Provide a method to relieve the City of National City's general fund subsidy to the George Waters Nutrition Center (Nutrition Center).
5. Allow the Nutrition Center to be managed and operated by the City of National City in the proposed financial model.

## SUBMITTAL REQUIREMENTS

### Development Team

- a. **Design Team:** Identify the Developer, Design Team and sub-consultants who will be responsible for implementing the proposed

project (name of individuals in charge, firm addresses, telephone numbers, website and e-mail addresses);

- b. Experience: Schedule of relevant projects completed by the developer and design team, including photographs, type of project, project address, unit count by type and size of unit, completed value, lenders involved (with contact references) and construction/completion dates. Experience with projects in an urbanized redevelopment area should be identified;
- c. Financial Partners: Identify all proposed financial partners for the project including banks, equity partners etc (name of firm and individuals in charge, addresses, telephone numbers, website and e-mail addresses);
- d. References: Each team member must include three professional references (lenders, investors, major accounts, etc.) with full names, relationship to team member, address and contact information.

### **Grant Funding Experience**

Identify and provide examples of past successful experience applying for and winning grant funding for similar projects in California.

### **RFQ Developer Statement of Qualifications Worksheet:**

Please complete and provide the Developer Statement of Qualifications Worksheet attached to this RFQ (Attachment 2).

### **Disclosure of relevant lawsuits:**

Identify any and all lawsuits involving any or all of the proposed team members related to similar projects within the past three years including any lawsuits between team members and municipalities or redevelopment agencies.

## **SELECTION PROCESS AND RFQ SCHEDULE**

This Request for Qualifications solicits responses for professional affordable housing development teams. As such, the selection of the preferred developer will not be based on the lowest bid and will, instead, consider all relevant and material factors. A Selection Committee will review and score (See Attachment 3 for Scoring Criteria) each proposal individually and will then meet as a group to discuss each proposal in an effort to select those firms and/or project teams who will be invited to an interview before the group. Notification of the invitation to interview will be

by telephone at least two weeks prior to the interview date. It is anticipated that interviews, if necessary, will be held from June 13-16, 2016. The CDC-HA will then attempt to enter into an Exclusive Negotiating Agreement (“ENA”) with the selected respondent to the RFQ. If an agreement cannot be reached, the City will approach and negotiate with the second highest ranked development team.

Issue date:	March 24, 2016
Qualifications due:	May 12, 2016, 2:00 p.m.
Interviews, if necessary:	June 13-16, 2016*
Development Team selected:	June 29, 2016

\*This schedule may be amended, except for the Qualification due date, at the sole discretion of the CDC-HA.

## TERMS AND CONDITIONS

Issuance of this RFQ does not commit CDC-HA to award an Exclusive Negotiation Agreement and/or any other contractual obligation, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any agreement or contract pursuant to this RFQ is dependent upon the approval of the Board of Commissioners of the CDC-HA. The CDC-HA retains the right to reject any and all submittals.

### **The Community Development Commission-Housing Authority Rights Regarding this Invitation**

The CDC-HA each reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The CDC-HA does not accept any financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the CDC-HA to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The CDC-HA reserves the right to waive any irregularities or informalities in the proposal or proposal process. The CDC-HA retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent(s).

The CDC-HA reserves the right to cancel, for any or no reason, in part or in its entirety, this RFQ, including but not limited to: selection schedule, submittal date, and submittal requirements.

**Acknowledgement of Amendments**

Each firm receiving a copy of this shall acknowledge receipt of any amendment to this Request for Qualifications by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the CDC-HA at the time and place specified for receipt of proposals.

**Additional Information**

Questions regarding this solicitation shall be submitted in writing to:

Community Development Commission-Housing Authority  
Attn: Carlos Aguirre, Community Development Manager  
140 E. 12<sup>th</sup> St., Suite B  
National City, CA 91950

Or e-mail: [caguirre@nationalcityca.gov](mailto:caguirre@nationalcityca.gov)

Respondents/firms are cautioned that any oral statements made that materially change any portion of this RFQ are not valid unless subsequently ratified by a formal written amendment to this RFQ. No technical questions that may materially change any portion of this RFQ will be accepted during the seven calendar days prior to the time and date set for receipt of proposals.

**Nonconforming Terms and Conditions.**

Any proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. The Community Development Commission-Housing Authority reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the Community Development Commission-Housing Authority to award a contract.

**Late Submissions.**

Any proposal received after the date and time specified for receipt shall not be accepted or considered.

**Right to Cancel**

The CDC-HA each reserve the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements.



**Variations in Scope of Work**

The CDC-HA may materially change the scope of services by way of written amendment to this RFQ. Such changes may include additions, deletions, or other revisions within the general scope of RFQ requirements. The CDC-HA may waive the written requirement for a variation in the scope of services if, in the opinion of the CDC-HA, such variation does not materially change the item or its performance within parameters acceptable to the CDC-HA.

**Applicable Laws**

The contracts awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFQ shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm(s) awarded the contracts shall comply with all applicable Federal, State, and local laws and regulations.

**Public Information**

All documents received by the CDC-HA are considered public records and will be made available after the RFQ selection for public inspection and copying upon request.

**Independent Contractor Status**

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the Community Development Commission-Housing Authority. The CDC-HA shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in any final agreement and its attachments or exhibits.

**Indemnification**

The respondent agrees, if selected, to indemnify and hold harmless the City of National City and the CDC-HA and all their respective officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

**Examination of Solicitation**

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the CDC-HA's knowledge, the information provided is accurate. However, the CDC-HA does not warrant such accuracy, and any errors or omissions subsequently

determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the CDC-HA.

## INSURANCE

All required insurance (Attachment 2) shall be submitted within fifteen (15) days of notice of selection and prior to the commencement of any work. Failure to provide the insurance certificates within this time frame shall be cause for the proposal to be rejected as non-responsive. The entity/organization selected shall maintain insurance in full force and effect during the entire period of performance under the contract(s). Failure to do so shall be cause for termination of the contract(s).

All policies must have a thirty (30) day non-cancellation clause giving the Community Development Commission-Housing Authority thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each contract year, the CDC-HA reserves the right to review insurance requirements and to require more or less coverage depending on the assessment of risk, the entity/organization's past experience, and the availability and affordability of increased liability insurance coverage.

## BUSINESS LICENSE

The Developer selected to perform the work described in this RFQ as well as all team members, sub-consultants and service providers will be required to obtain a National City Business License. Business Licenses can be obtained at the City of National Finance Department.

**SUBMITTAL DUE DATE**

Three (3) original copies of the submittal must be delivered to City Clerk's office no later than 2:00 p.m. on May 12, 2016.

Submittals received by FAX or e-mail will be deemed **not** received. Incomplete submittals, incorrect or false information, or late submittals are cause for immediate disqualification.

**CONTACT PERSONS**

Carlos Aguirre  
Community Development Manager  
City of National City  
1243 National City Blvd  
National City, CA 91950  
619/336-4391  
[caguirre@nationalcityca.gov](mailto:caguirre@nationalcityca.gov)

Alfredo Ybarra  
Director  
1243 National City Boulevard  
National City, CA 91950-4301  
619/336-4279  
[alfredoy@nationalcityca.gov](mailto:alfredoy@nationalcityca.gov)

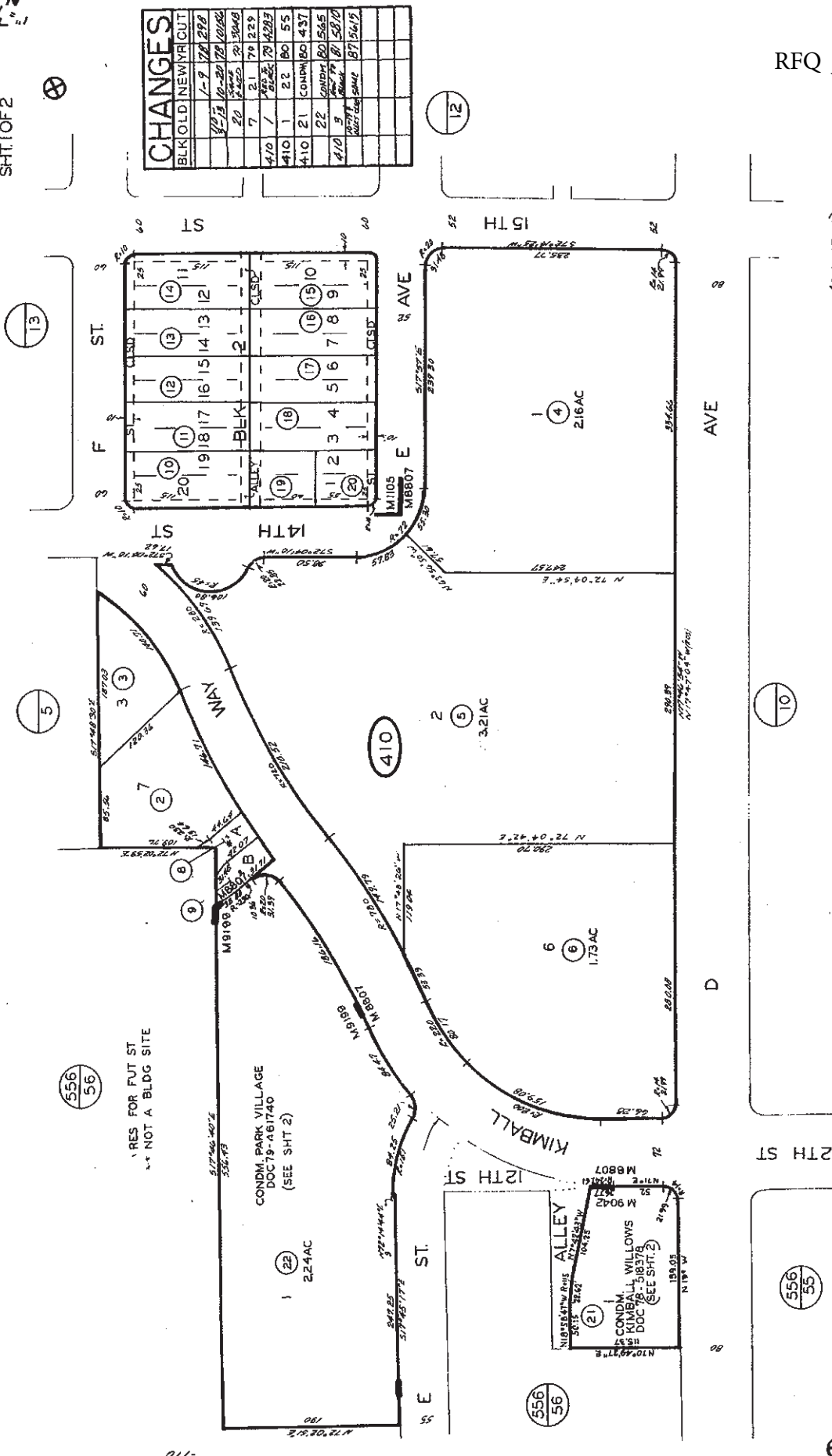
**Attachments posted with this RFQ**

1. Site Parcel Map
2. Developer Qualifications Worksheet
3. Selection Criteria and Scoring
4. Insurance Requirements

RFQ ATTACHMENT 1

MAP 9199 - PARK VILLAGE (CONDM)  
 MAP 9042 - KIMBALL WILLOWS  
 MAP 8807 - CENTER CITY PROJECT  
 MAP 1105 - LOZIER'S SUB  
 ROS 10144

560-41  
 SHT 1 OF 2



# DEVELOPER STATEMENT OF QUALIFICATIONS/ FINANCIAL SUMMARY



## DEVELOPER STATEMENT OF QUALIFICATIONS & FINANCIAL SUMMARY

### I. DEVELOPER INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Is the Developer a subsidiary of/or affiliated with, any other Corporation(s), Joint Venture(s) or Firm(s)? ☐ No ☐ Yes

If yes, list each such Corporation, Joint Venture, or Firm by name & address, specify its relationship to the Developer, the % of interest of the partners & identify the Officers & Directors or trustees common to the Developer & such other Corporation or Firm:

Name of Corporation/Joint Venture/Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship to Developer: \_\_\_\_\_

Officers/Directors/Trustees: \_\_\_\_\_

%of Interest of the partners: \_\_\_\_\_

Individual(s) authorized to negotiate, on behalf of the development entity/team & responsible for project execution:

Name(s): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**II. FINANCIAL CAPACITY**

A. Sources & amount of cash available to Developer to meet equity requirements of the proposed undertaking in Bank(s):

1) Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \$: \_\_\_\_\_

2) Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \$: \_\_\_\_\_

B. By loans from affiliated or associated corporations or firms:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Source: \_\_\_\_\_

Amount: \$: \_\_\_\_\_

C. The Following are Three Bank References:

1) Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

2) Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

3) Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

## D. The Following are Three Bank References:

- 1) Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_
- 2) Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_
- 3) Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_

## RFQ Attach No. 2

- E. Has the Developer or (if any) the parent corporation or any subsidiary or affiliated corporation of the developers officers or principal members, shareholders or investors been adjudged bankrupt, either voluntary or involuntary, within the past ten years? ☐ No ☐ Yes

If yes, please provide the following information:

Date:

Location:

Bankruptcy was filed under the following name (s):

- F. Has the Developer or (if any) the parent corporation or any subsidiary or affiliated corporation of the Developer's officers or principal members, shareholders or investors been involved in litigation relating to a development project either voluntary or involuntary, within the past three years? ☐ No ☐ Yes

If yes, please provide the following information:

Date:

Place:

General Description:

Current Status:

- G. Total amount of development work completed by developer during the last three years:
- H. Projects currently in planning or development by the Developer or Principals of the development entity:
- I. Does any member of the Developers' Corporation/Partnership have any known relationship in connection with purchasing & implementing the Project with any member of the governing body of the Agency to which the accompanying proposal is being made, or to any officer or employee of the local public agency who exercises any functions or responsibilities in connection with the carrying out of the Project under which the local public agency covered by the Developers proposal is being made available? ☐ No ☐ Yes

If yes, explain:

- J. Statements & other evidence of the Developers Qualifications & Financial Responsibility are attached thereto & hereby made a part hereof as follows:

## CERTIFICATION

I/We \_\_\_\_\_ certify that this Developer Statement of Qualifications and Financial Responsibility & the attached evidence of the Developers qualifications and financial responsibility are true and correct to the best of my/our knowledge and belief, and that the information contained in this statement is considered public record and will be made available for public inspection and copying upon request. Availability of these public records begins when the Developer selection process includes public meetings.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

*If the Developer is a Corporation, this statement should be signed by the President & Secretary of the Corporation; if an individual or proprietorship, by such individual; if a partnership, by one of the general partners; if an entity not having a President & Secretary, by one of its Chief Officers having knowledge of the financial status & qualifications of the Developer.*



**REQUEST FOR QUALIFICATIONS - MORGAN TOWER REHABILITATION AND RECAPITALIZATION**

Date

Evaluator:

Team being evaluated

Criteria In RFQ		Circle One (0= Lowest, 10= Highest)										Wt	Score	Max Score
<b>1</b>	<b>Experience and Qualifications</b>													
	Schedule of relevant projects completed by the developer and design team, including photographs, type of project, project address, unit count by type and size of unit, completed value, lenders involved (with contact references) and construction/completion dates. Experience with projects in an urbanized redevelopment area should be identified;	Experience in development, finance and property management of rental housing, including public, assisted, tax credit, market & mixed income. Experience with development in local area. Experience with community-based development, including collaboration with community organizations. Evidence of quality performance on-time and on-budget. Staff Notes: 1) HUD Experience should be required 2) Experience with public /private partnerships. 3) Senior housing development experience	1	2	3	4	5	6	7	8	9	10	2.5	25
<b>2</b>	<b>Leveraging</b>													
	Of special relevance to this RFQ is the City Council's desire to leverage outside resources to expand and enhance an affordable housing project targeted for seniors. Submittals should prominently review the development team's past experience in seeking and being awarded grants related to similar projects.	Approach to structuring the Public/Private Finance Plan	1	2	3	4	5	6	7	8	9	10	2	20
<b>3</b>	<b>Financial Capacity</b>													
	Identify all proposed financial partners for the project including banks, equity partners etc (name of firm and individuals in charge, addresses, telephone numbers, website and e-mail addresses)	Overall financial strength and credit of developer.	1	2	3	4	5	6	7	8	9	10	2	20
<b>4</b>	<b>Operating Experience</b>													
	Identify experience operating similar types of housing developments.	Experience with the operational requirements of developments similar in size and target population.	1	2	3	4	5	6	7	8	9	10	2	20
<b>5</b>	<b>Resident Services and Involvement</b>													
	Identify and provide examples of services provided to residents on housing they may have already developed.	Description of resident services provided by managing partner that best fit the needs of the target population.	1	2	3	4	5	6	7	8	9	10	1.5	15
														100



## **INSURANCE REQUIREMENTS**

**Please forward to your Insurance Agent immediately**

**PRIOR** to performing services for the City of National City, the City must have current Certificates of Insurance on file for all companies, contractors, and consultants.

### **Required Insurance Certificates per Sections 16 and 17 of the City's Agreement:**

- ⇒ Professional Liability Insurance (errors and omissions) with minimum limits of \$1M per occurrence (*if applicable*)
- ⇒ Commercial General Liability coverage with limits of at least \$2M per occurrence/\$4M aggregate.
  - Must include separate endorsement adding as additional insureds: "The City of National City, its elected officials, officers, agents, and employees". The actual endorsements or policy language regarding automatic additional insureds must be provided.
  - General aggregate limits must apply solely to this "project" or "location".
- ⇒ Commercial Auto Liability coverage with limits of at least \$1M, Combined Single Limit
  - Must include "any" auto.
  - Must include separate endorsement adding as additional insureds: "The City of National City, its elected officials, officers, agents and employees". The actual endorsements or policy language regarding automatic additional insureds must be provided.
- ⇒ Workers' Compensation coverage to meet CA statutory limits, plus employers' liability coverage of \$1M per accident
  - Workers' Compensation Waiver of Subrogation in favor of the City is required.
  - If there are no employees subject to Workers Compensation law, submit a signed Declaration (provided on next page).
- ⇒ Deductibles or SIRs (Self-Insured Retention) in excess of \$10,000 must be disclosed.
- ⇒ **CERTIFICATE HOLDER: City of National City, 1243 National City Boulevard, National City, CA 91950-4301.**

### **Insurance Document Submittal:**

**Email** insurance certificates to your City contact person and Elena Amaya in the City's Risk Department ([eamaya@nationalcityca.gov](mailto:eamaya@nationalcityca.gov)) (Phone: (619) 336-4370).

**Mail the certificates and endorsements to:** City of National City  
c/o Risk Manager  
1243 National City Blvd  
National City, CA 91950-4301

**Questions:** Curtis Stephen, Risk Manager: (619) 336-4220  
Elena Amaya, Office Assistant: (619) 336-4232

RESOLUTION NO. 2016 – 43

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION–HOUSING  
AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING  
THE EXECUTIVE DIRECTOR TO EXECUTE AN EXCLUSIVE NEGOTIATING  
AGREEMENT BY AND BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION–  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AND COMMUNITY  
HOUSINGWORKS, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT  
CORPORATION, AND MERCY HOUSING CALIFORNIA, INC., A CALIFORNIA  
NON-PROFIT PUBLIC BENEFIT CORPORATION FOR THE RECAPITALIZATION  
AND REHABILITATION OF KIMBALL AND MORGAN TOWERS  
LOCATED AT 1317 AND 1415 “D” AVENUE IN NATIONAL CITY

WHEREAS, the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) owns the Kimball and Morgan Towers, which are generally located at 1317 “D” Avenue and 1415 “D” Avenue in the City of National City, County of San Diego, California (“Property”); and

WHEREAS, Community HousingWorks and Mercy Housing California (jointly referred to as “Developer”) responded jointly to that certain Request for Qualifications (“RFQ”) issued by the CDC-HA dated March 24, 2016 and desires to recapitalize the Property and rehabilitate the improvements thereon generally as set forth in the RFQ, a copy of which is attached to the Exclusive Negotiating Agreement (“ENA”) as Exhibit “A”; and

WHEREAS, the CDC-HA and Developer desire to negotiate any and all agreements reasonably necessary for the CDC-HA to ground lease the Property and transfer title to the improvements thereon to the Developer, and for the Developer to recapitalize and rehabilitate the Property as generally set forth in the RFQ (“Project”); and

WHEREAS, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under the ENA.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Commission-Housing Authority of the City of National City hereby authorizes the Executive Director to execute an Exclusive Negotiating Agreement by and between the Community Development Commission-Housing Authority of the City of National City and Community HousingWorks, Inc., a California non-profit public benefit corporation and Mercy Housing California, Inc., a California non-profit public benefit corporation for the recapitalization and rehabilitation of Kimball and Morgan Towers located at 1317 and 1415 “D” Avenue in National City. The Exclusive Negotiating Agreement is on file in the office of the City Clerk.

*[Signature Page to Follow]*

PASSED and ADOPTED this 25<sup>th</sup> day of October, 2016.

---

Ron Morrison, Chairman

ATTEST:

---

Leslie Deese, Secretary

APPROVED AS TO FORM:

---

George Eiser  
Interim CDC-HA General Counsel